



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, JANUARY 14, 2016 at 6:00 p.m.
Roswell Museum and Art Center
Bassett Auditorium - 100 W. 11th Street
Roswell, New Mexico 88201**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 15-56. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

JANUARY 14, 2016

MAYOR - Dennis J. Kintigh

6:00 p.m.

Ward 1
Juan Oropesa
Natasha Mackey

Ward II
Steve Henderson
Caleb T. Grant

Ward III
Art Sandoval
Jeanine Best

Ward IV
Jason Perry
Savino Sanchez Jr.

Ward V
Elena Velasquez
Tabitha D. Denny

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. All matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If two members of the council desire to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 15-56. Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation
Agenda/Consent Items/Minutes from the December 10, 2015 Regular City Council Meeting.

NON-ACTION ITEMS (Information Items)

1. Presentation - Winter storm recap - Steve Polasek
2. Presentation - Capital Projects update - Louis Najar

PUBLIC PARTICIPATION ON AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

PUBLIC HEARING(S)

3. Proposed Ordinance 15-20 - To hold a public hearing to amend section 6-21 and 6-31 of the Plumbing and Mechanical Code. (Perry/Zarr)
4. Proposed Ordinance 15-21 - To hold a public hearing to amend section 4-62 Animal Welfare. (Perry/Zarr)
5. Proposed Ordinance 15-22 - To hold a public hearing to provide a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities. (Perry/Zarr)
6. Proposed Ordinance 15-25 - To hold a public hearing approving a project, accepting an agreement and accepting from the NM Economic Development department \$75,000 to support the construction of Rich Glo Products. (Grant/Garcia/Mulcahy)

CONSENT ITEMS

Bids and RFP's

7. Request to approve bid for Capital Project - Chlorination Room.
8. ITB-16-020 - Request approval of award for Bid No. ITB-16-020, CDBG Project, to lowest bidder, Abraham Construction, and approve transfer of funds for the shortfall amount of \$13,371.80.
9. ITB-16-043 - Request approval of award for Bid No. ITB-16-043, North Garden Sewer Line Repair to the lowest bidder, Adame Construction.
10. ITB-16-044 - Request approval of award for Bid No. ITB-16-044, Annual Concrete for Ready Mix to the lowest bidder, Roswell Ready Mix.

RIAC Leases

11. Request to authorize Hunt Electric Corporation, a Minnesota Corporation, to renew their current lease agreement on a portion of Building No. 112B.
12. Request to authorize Eastern New Mexico University - Roswell, to renew their current lease agreement on use of an area of land at the old Airport and RIAC.
13. Request to authorize Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, and John Berry, as individuals, to renew their current lease agreement on portions of Hangar No. 91, Space A and B, and joint use of the common area.
14. Request to authorize Associated Records, Inc., a New Mexico Corporation, to amend their current lease agreement. Tenant has changed their legal name to Information Protection Services, Inc.
15. Request to authorize Dean Baldwin Painting, LP, a Texas Corporation, to amend their current lease agreement to allow for rent abatement.

Resolution(s)

16. Resolution 16-01 - Request approval of Resolution 16-01 that mandates the cleanup of approximately seventeen (17) separate properties within the City.

17. Resolution 16-02 - Request approval of Resolution 16-02 that requires the removal or demolition of six (6) dilapidated structures.

Lodger's Tax Request

18. Request of funding of Lodgers' Tax for the New Mexico Senior Olympics Annual Summer Games in the amount of up \$77,000.00 on a reimbursement basis at 50% of eligible expenses per a contract between the City of Roswell and New Mexico Senior Olympics.

Minutes

19. Approval of the minutes from the December 10, 2015 Regular City Council meeting.

NEW BUSINESS / REGULAR ITEMS

Resolution(s)

20. Resolution 16-03 - Request approval of Resolution 16-03 for a Budget Amendment for the Eastern New Mexico State Fair in the amount of \$42,750.00 (Grant/Garcia)
21. Resolution 16-04 - Request approval of Resolution 16-04 declaring a disaster resulting from the 2015 severe winter storm. (Sandoval/Karen Sanders)
22. Resolution 16-05 - Request approval of Resolution 16-05 for a budget amendment for the Convention Center Fee. (Grant/Polasek)
23. Resolution 16-06 - Request approval of Resolution 16-06 that authorizes staff to submit a grant application to the New Mexico Finance Authority to assist in funding an Economic Needs Assessment for the Old Municipal Airport.

Request(s)

24. Request approval of the appointments to the precinct board for each polling place pursuant to 3-8-19C NMSA 1978. (Sandoval/Coll)
25. Request approval of the streets list for permitted parking in accordance with City Ordinance 15-05, the permit application, permits and citizen notification flyer. (Best/Najar)
26. Request approval of the Roswell Test Facility Lease Extension Agreement #LE002. (Best/Najar/Stark-Rankins)
27. Proposed Ordinance 16-01 - Request to advertise for a public hearing to adopt a municipal gross receipts tax. (Grant/Garcia/Zarr)
28. Proposed Ordinance 16-02 - Request to advertise for a public hearing to repeal Ordinance 1295. (Grant/Garcia/Zarr)

29. Proposed Ordinance 16-03 - Request to advertise for a public hearing to repeal Ordinance 1269. (Grant/Garcia/Zarr)

DEPARTMENT REPORTS

30. Department Reports - Information only

BOARDS/COMMISSION REPORTS (Non-action)

31. Planning and Zoning Information Item Case 15-14 (VAR) - For information only.

CLOSED SESSION

32. CLOSED SESSION - Pursuant to NMSA 1978, § 10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant at RIAC.
33. **REQUEST - ACTION ITEM**
Proposed Ordinance 16-04 - Request authorization to advertise for a public hearing for Proposed Ordinance 16-04. (Sandoval/Polasek)

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: 1/8/2016

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 1.

Meeting Date: 01/14/2016

COMMITTEE:

CONTACT: Steve Polasek

CHAIR:

ACTION REQUESTED:

Presentation - Winter storm recap - Steve Polasek

BACKGROUND:

Staff presentation to City Council with regard to our local efforts in response to the December 26-27, 2015 Winter Storm.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 2.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: N/A

ACTION REQUESTED:

Presentation - Capital Projects update - Louis Najar

BACKGROUND:

- East Side Little League
- Bauman Stadium
- 36" Waterline Project
- Youth Challenge Dormitory
- Convention Center Parking Lot
- Sewer Manhole Rehabilitation
- Museum Bridge Rehabilitation
- C.D.B.G. Project

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 3.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 15-20 - To hold a public hearing to amend section 6-21 and 6-31 of the Plumbing and Mechanical Code. (Perry/Zarr)

BACKGROUND:

Proposed Ordinance No. 15-20 will amend sections 6-21 and 6-31 of the Roswell City Code, pertaining to plumbing and mechanical codes. Proposed Ordinance No. 15-20 will:

- Adopt by reference the 2012 editions of the New Mexico Plumbing Code and the New Mexico Mechanical Codes along with certain additions to these Codes that are unique to the City. The City current utilizes the 2009 editions of these Codes;
- Adopt by reference the 2012 edition of the New Mexico Swimming Pool, Spa and Hot Tub Code. The City current utilizes the 2009 edition of this Code.
- The Construction Industries Division of the New Mexico Regulation and Licensing Department has adopted the 2012 New Mexico Plumbing Code, the 2012 New Mexico Mechanical Code and the 2012 New Mexico Swimming Pool, Spa and Hot Tub Code. The proposed amendments are required to keep the City Codes up to date with the applicable state codes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The proposed ordinance will not require any additional funding sources for implementation.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 15-20.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended to advertise for a Public Hearing at their December 7, 2015 meeting and the City Council recommended to advertise for a public hearing at their Regular City Council meeting on December 10, 2015.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance 15-20.

Attachments

Proposed Ordinance 15-20

ORDINANCE 15-20

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING SECTION 6-21 AND 6-31 OF THE ROSWELL CITY CODE BY INCORPORATING BY REFERENCE THE MOST CURRENT VERSIONS OF THE NEW MEXICO PLUMBING CODE, THE NEW MEXICO MECHANICAL CODE, AND THE NEW MEXICO SWIMMING POOL, SPA AND HOT TUB CODE, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the Construction Industries Division of the Regulation and Licensing Department of the State of New Mexico, pursuant to the authority granted to it by NMSA 1978 §60-13-9 has adopted the 2012 Uniform Plumbing Code as the 2012 New Mexico Plumbing Code; and

WHEREAS, the Construction Industries Division has also adopted the 2012 New Mexico Swimming Pool, Spa and Hot Tub; and

WHEREAS, the City of Roswell has adopted by reference and enforces the applicable codes related to plumbing, swimming pools, spas and hot tubs under sections 6-21 and 6-31 of the Roswell City Code, and so it is necessary to update said City Code section to incorporate the most current versions of the New Mexico Plumbing Code and the New Mexico Swimming Pool, Spa and Hot Tub Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

Section 1. Section 6-21 of the Roswell City Code is hereby amended to read as follows:

Section 6-21. ~~Adopted~~ Adoption of plumbing and mechanical codes by reference

(a) There is hereby adopted by reference the ~~2009~~ 2012 New Mexico Plumbing Code, which adopts and amends the ~~2009~~ 2012 Uniform Plumbing Code and the ~~2009~~ 2012 New Mexico Mechanical Code, which adopts and amends the ~~2009~~ 2012 Uniform Mechanical Code, except as noted below. A copy of each such code shall be kept in the office of the plumbing inspector and shall be available for inspection during the normal and regular business hours of the plumbing inspector.

~~(b) The City of Roswell adopts the following requirements in addition to these in section 1214.3.2 of the Uniform Plumbing Code. All low pressure gas piping shall be tested with a minimum of 5 psi. All medium and high pressure gas piping shall be tested with a minimum of 60 psi. An additional inspection shall be required after all pressure regulators have been installed. Regulator vents shall face down and be installed above expected snow levels. All regulators shall be clearly marked with their working pressure.~~

~~(e)~~ (b) The City of Roswell adopts the following requirements in addition to ~~these~~ those in section 609.3 of the ~~Uniform~~ 2012 New Mexico Plumbing Code. All water piping located under any structure shall be sleeved for its entire length, the sleeve shall extend to a point of not less than 30" past the structure and where the sleeve terminates within a building it shall penetrate the concrete slab. Sleeves shall be sized where there is clearance around the pipe and all sleeving material shall be approved by the authority having jurisdiction.

~~(d)~~ (c) The City of Roswell adopts the following requirements in addition to ~~these these~~ in section 924.1 of the ~~Uniform~~ 2012 New Mexico Mechanical Code. Unvented fuel burning room heaters shall not be installed, used, maintained or permitted to exist in a Group I or R occupancy, nor shall an unvented heater be installed in any building whether new or as a replacement installation.

~~(e)~~ (d) No person shall violate any of the provisions of the ~~publications~~ codes adopted by reference in subsection (a), or the requirements set forth in subsections (b) through (d) above.

Section 2. Section 6-31 of the Roswell City Code is hereby amended to read as follows:

Section 6-31. ~~Adopted~~ Adoption of swimming pool code by reference

(a) There is hereby adopted by reference the ~~2009~~ 2012 New Mexico Swimming Pool, Spa and Hot Tub Code, as recommended by the New Mexico Construction Industries Divisions. A copy of such code shall be kept in the office of the building inspector and shall be available for inspection during the normal and regular business hours of the build inspector.

(b) No person shall violate any of the provisions of the ~~publication~~ code adopted by reference in subsection (a).

Section 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 5. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of January, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 4.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 15-21 - To hold a public hearing to amend section 4-62 Animal Welfare. (Perry/Zarr)

BACKGROUND:

Proposed Ordinance No. 15-21 will amend Section 4-62 of the Roswell City Code, pertaining to the disposition of animals after the 7 day impoundment period. Proposed Ordinance No. 15- 21 will:

- Amend section 4-62 will provide the appropriate City officials charged with the management of the Animal Control facility with the discretion to retain a dog or cat beyond the 7 day holding period for such time as the official deems reasonable.
- Since your last meeting, and based on general input and comment received, staff has developed some revisions to the proposed wording which we will share with the Council for your consideration.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The proposed ordinance is not estimated to require additional funding.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 15-21.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended to advertise for a Public Hearing at their December 7, 2015 meeting and the City Council recommended to advertise for a public hearing at their Regular City Council meeting on December 10, 2015.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance 15-21.

Attachments

Proposed Ordinance 15-21

ORDINANCE 15-21

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING SECTION 4-62 OF THE ROSWELL CITY CODE TO PROVIDE FOR THE DISCRETION TO KEEP UNWANTED OR UNCLAIMED ANIMALS AFTER THE SEVEN DAY IMPOUNDMENT PERIOD; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, section 4-62 of the Roswell City Code currently mandates that all unclaimed dogs or cats shall be euthanized after seven (7) days following impoundment in order to control the number of animals housed in the City Animal Control facility; and

WHEREAS, amending the current law to provide the appropriate City officials with the discretion to keep an unclaimed dog or cat after the seven (7) day period instead of euthanizing it will further assist in the adoption of animals and lessen the number of animals euthanized by the City Animal Control facility;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Section 4-62 of the Roswell City Code is hereby amended by amending the first unnumbered paragraph only to read as follows:

Section 4-62 Unclaimed Animals.

Any dog or cat impounded by the City which is not redeemed or adopted within seven (7) days following the date of its impoundment shall be disposed of in any humane manner as shall be prescribed by the American Veterinary Medical Association. The appropriate City official in charge of the operations of the City's animal control facility shall have the discretion to retain any dog or cat beyond the seven (7) day for such period of time that said official deems reasonable.

....

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of January, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 5.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 15-22 - To hold a public hearing to provide a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities. (Perry/Zarr)

BACKGROUND:

Proposed Ordinance No. 15-22 will amend Chapter 23 of the Roswell City Code by adding a new section 23-11 pertaining to the establishment of a lien for occupancy taxes. Proposed Ordinance No. 15-22 will:

- establish a lien for occupancy tax upon the personal and real property of lodging facility vendors by ordinance as authorized by state statute.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The proposed ordinance will assist in the enforcement and collection of the occupancy tax.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 15-22.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended to advertise for a Public Hearing at their December 7, 2015 meeting and the City Council recommended to advertise for a public hearing at their Regular City Council meeting on December 10, 2015.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance 15-20.

Attachments

Proposed Ordinance 15-22

ORDINANCE 15-22

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING CHAPTER 23 OF THE ROSWELL CITY CODE BY ADDING A NEW SECTION 23-11 TO PROVIDE A LIEN FOR OCCUPANCY TAX ON THE PERSON AND REAL PROPERTY OF VENDORS WHO PROVIDE LODGING IN THE CITY; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, subsection A of section NMSA 3-38-18.1 provides that the occupancy tax imposed by a municipality constitutes a lien in favor of the municipality upon the personal and real property of the vendor providing lodgings in the municipality; and

WHEREAS, Article I of Chapter 23 of the Roswell City Code, which imposes an occupancy tax on lodgings in the City, do not include such a provision, although the lien is established by statute; and

WHEREAS, the establishment of a lien for occupancy tax upon the personal and real property of lodging facility vendors by ordinance is necessary to collect and enforce the provisions of the City's occupancy tax.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 23 of the Roswell City Code is hereby amended by adding a new section 23-11 to read as follows:

Sec. 23-11. - Lien for occupancy tax—Payment—Certificate of lien.

- (a) The occupancy tax assessed by the city constitutes a lien in favor of the City of Roswell upon the personal and real property of the vendor providing lodging facilities in the city. The lien may be enforced as provided in NMSA 1978, §§ 3-36-1 through 3-36-7. Priority of the lien shall be determined from the date of filing.
- (b) Under process or order of court, a person shall not sell the property of a vendor without first ascertaining from the city clerk or city treasurer the amount of any occupancy taxes due to the City of Roswell. Occupancy taxes due to the City of Roswell shall be paid from the proceeds of the sale before payment is made to the judgment creditor or any other person with a claim on the sale proceeds.
- (c) The city clerk or city treasurer shall furnish a certificate of lien to a person applying for a certificate showing the amount of all liens in the records of the City of Roswell against any vendor pursuant to the provisions of Article 38 of Chapter 3, NMSA 1978.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of January, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 6.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 15-25 - To hold a public hearing approving a project, accepting an agreement and accepting from the NM Economic Development department \$75,000 to support the construction of Rich Glo Products. (Grant/Garcia/Mulcahy)

BACKGROUND:

Rich Glo Products, Inc. is an "S" Corporation with National and International sales in the jewelry marketplace, specifically in jewelry care products. Rich Glo intends to establish guidelines for growth of assets and financial profitability over the next five year period. The City is asked to oversee and administer the appropriation for the project.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance 15-25.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance 15-25.

Attachments

Propsoed Ordinance 15-25

Rich Glo IGA

Rich Glo PPA

ORDINANCE 15-22

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING CHAPTER 23 OF THE ROSWELL CITY CODE BY ADDING A NEW SECTION 23-11 TO PROVIDE A LIEN FOR OCCUPANCY TAX ON THE PERSON AND REAL PROPERTY OF VENDORS WHO PROVIDE LODGING IN THE CITY; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, subsection A of section NMSA 3-38-18.1 provides that the occupancy tax imposed by a municipality constitutes a lien in favor of the municipality upon the personal and real property of the vendor providing lodgings in the municipality; and

WHEREAS, Article I of Chapter 23 of the Roswell City Code, which imposes an occupancy tax on lodgings in the City, do not include such a provision, although the lien is established by statute; and

WHEREAS, the establishment of a lien for occupancy tax upon the personal and real property of lodging facility vendors by ordinance is necessary to collect and enforce the provisions of the City's occupancy tax.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 23 of the Roswell City Code is hereby amended by adding a new section 23-11 to read as follows:

Sec. 23-11. - Lien for occupancy tax—Payment—Certificate of lien.

- (a) The occupancy tax assessed by the city constitutes a lien in favor of the City of Roswell upon the personal and real property of the vendor providing lodging facilities in the city. The lien may be enforced as provided in NMSA 1978, §§ 3-36-1 through 3-36-7. Priority of the lien shall be determined from the date of filing.
- (b) Under process or order of court, a person shall not sell the property of a vendor without first ascertaining from the city clerk or city treasurer the amount of any occupancy taxes due to the City of Roswell. Occupancy taxes due to the City of Roswell shall be paid from the proceeds of the sale before payment is made to the judgment creditor or any other person with a claim on the sale proceeds.
- (c) The city clerk or city treasurer shall furnish a certificate of lien to a person applying for a certificate showing the amount of all liens in the records of the City of Roswell against any vendor pursuant to the provisions of Article 38 of Chapter 3, NMSA 1978.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the 14th day of January, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF ROSWELL, NEW MEXICO**

This Intergovernmental Agreement (“Agreement”) is entered into as of the date of the last signature affixed below by and the New Mexico Economic Development Department (“EDD”), acting through its Cabinet Secretary, Jonathan L. Barela, and the City of Roswell (“City”), and collectively referred to as “the Parties,” with reference to the following facts.

SECTION 1: RECITALS:

WHEREAS, the New Mexico State Legislature enacted Laws 2014, Chapter 63, Section 5, Subsection 33 which appropriated 50 million dollars (\$50,000,000) to EDD “[f]or economic development projects pursuant to the Local Economic Development Act” (the “Appropriation”); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13 (2007) (“LEDA”), is to provide “public support for economic development to foster, promote and enhance local economic development efforts...;” and

WHEREAS, the City has adopted LEDA by Ordinance No.11-05 which established the City’s Economic Development Act Plan that promotes economic development within the City; and

WHEREAS, the City has adopted Ordinance No. 15-25 (“Ordinance”) to approve the economic development project (“Project”) proposed by Rich Glo Products and any other future Qualifying Entity(ies), (the “Companies”) to support the construction of manufacturing facility in Roswell, NM; and

WHEREAS, the Companies have entered into a Local Economic Development Project Participation Agreement (“PPA”) with the City and, pursuant to the terms of that PPA, will provide a substantive contribution. A copy of the PPA and any amendments are attached hereto as Exhibit A; and

WHEREAS, EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City for overseeing and administering the appropriation for the Project. It is the intent of the Parties that the City will be reimbursed from the appropriation an amount not to exceed one hundred thousand dollars (\$75,000) for expenditures made to implement the Project. The Parties agree that any and all State funds received will be accounted for by City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. The City will be reimbursed, pursuant to Section 5-10-3(D) of LEDA, and Schedule A, for costs and expenses incurred for the Project from the Appropriation. In exchange for the Appropriation, the Companies will provide the following contribution:

1. Create eight (8) jobs with annual salaries averaging thousand dollars (\$30,000) per job for a period of forty-eight (48) consecutive weeks within a five (5) year period after the execution of this Agreement;
2. The City of Roswell will require a first and prior lien on Inventory and Accounts Receivable to be granted to the City of Roswell as Security for the City in the event of default by Rich Glo with any of the provisions of this Agreement. The Roswell Chaves County Economic Development President will review the project timeline and progress annually for a period of five (5) consecutive years, or until it certifies to the City and the New Mexico Economic Development Department that the Qualifying Entity has provided their substantive contribution to the City and that all provisions of this Agreement have been met. The Qualifying Entity and the City agree that failure to meet the substantive contributions will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted to the Company, will

require that the Qualifying Entity repay up to the committed seventy five thousand dollars (\$75,000) to the City, prorated on the basis of one (1) job per nine thousand three hundred seventy five dollars (\$9,375). All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

SECTION 4. CITY OF ROSWELL RESPONSIBILITIES:

The City shall:

1. Request to be reimbursed for costs and expenses incurred for the Project from the Appropriation for economic development purposes as set forth in all appropriations, the Ordinance, the PPA, and this Agreement. The City shall submit requests for reimbursement to EDD with supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be used by the City for economic development purposes only. The City shall notify EDD in writing of any default by the qualified entity within ten (10) days of the event of default;
2. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:
 - a. Submit all required and reasonably requested documentation to EDD and copies of invoices and other documentation as required by EDD within the time required; and
 - b. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of funds described in this Agreement. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be used by the City for economic development purposes only.

SECTION 5. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. 15-25 approving a LEDA Project for the Company involving the building of manufacturing facility within the City, for a term of five (5) years which will, in turn, provide for job creation and retention within the City over the next five years as set forth in the Ordinance;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits. The City will provide EDD all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Company;
5. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's investment under this project;
6. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work stated above;
7. It will notify EDD of any default on the part of the Company within ten (10) days of the event of default.
8. It will comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1, et seq., and local procurement codes and will keep files of all related procurement documents, including but not limited to requests for professional services, advertisements, minutes of pertinent meetings, selection and award criteria, contacts, subcontracts, and agreements;
9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is

situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the “anti-donation clause.”

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
2. Reimburse one hundred thousand dollars (\$75,000.00) to the City to be used for the Project in accordance with the Appropriation. Such reimbursement shall be effected after this Agreement has been fully executed and in accordance with Section 4 of this Agreement. The transferred funds shall be used only for the purposed stated in this Agreement.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when the Companies document that they have provided the required contribution.

SECTION 8. LIABILITY:

No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-

4-1, et seq. The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing Party unless otherwise agreed upon.
2. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as EDD may require.
3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit bi-annual reports to EDD during the life of this Agreement respecting direct and indirect job creation attributable to the State appropriation and a final report to EDD either on or before the termination of this Agreement or upon final reimbursement to the City of an amount equal to the required contribution, whichever occurs first. The final report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description

of any problems or delays encountered and the reasons therefore, and such other information as may be requested by EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Juan Torres
Financial Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Juan.Torres@state.nm.us

To the City of Roswell:

Steve Polasek
City Manager
425 North Richardson Avenue
P.O. Box 1838
Roswell, NM 88202-1838
s.polasek@roswell-nm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico, excluding its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

CITY OF ROSWELL, NEW MEXICO

By: _____
Dennis Kintigh, Mayor

ATTEST:

Date: _____

APPROVED AS TO FORM

By: _____
William W. Zarr, City Attorney

ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Jon Barela

Its: Cabinet Secretary

Date: _____

By: _____

Wade Jackson

Its: General Counsel, certifying legal sufficiency

PROJECT PARTICIPATION AGREEMENT

The City of Roswell, New Mexico ("City") and Rich Glo Products, Inc. ("Qualifying Entity"), agree as follows.

1. Recitals.

A. Pursuant to the Local Economic Development Act, NMSA 1978, §§ 5-10-1 through 5-10-13, ("LEDA"), the City adopted the Ordinance 11-05 ("the LEDA Ordinance"), authorizing the City to consider applications for economic development assistance, and Ordinance No. 15-25 approving an economic development project.

B. The Qualifying Entity have submitted an application to the City for assistance under the LEDA Ordinance. In the application, the Qualifying Entity have proposed that the project construct a manufacturing facility for Rich Glo Products. The application also proposed that the City act as the fiscal agent for approximately \$75,000 granted by the State of New Mexico through its Economic Development Department.

C. The City has adopted Ordinance No. 15-25 finding that the Qualifying Entities are qualifying entities as defined by NMSA 1978, § 5-10-3(G) and approved this Project Participation Agreement as meeting the requirements of LEDA.

2. Contribution by the City.

In order to implement the Project, the City of Roswell will act as the fiscal agent and project manager to the Qualifying Entity after certification.

3. Substantive Contribution by the Qualifying Entity.

The Qualifying Entity will provide the following material contribution:

(1) Act as developer and take responsibility for economic development. The terms and obligations of the Parties under the Ordinance and Application are incorporated into this Agreement by reference;

(2) Create eight (8) jobs with annual salaries averaging thousand dollars (\$30,000) per job for a period of forty-eight (48) consecutive weeks within a five (5) year period after the execution of this Agreement;

4. Security Provided to City of Roswell.

The City of Roswell will require a first and prior lien on Inventory and Accounts Receivable to be granted to the City of Roswell as Security for the City in the event of default by Rich Glo with any of the provisions of this Agreement. The Roswell Chaves County Economic Development President will review the project timeline and progress annually for a period of five (5) consecutive years, or until it certifies to the City and the New Mexico Economic Development

Department that the Qualifying Entity has provided its substantive contribution to the City and that all provisions of this Agreement have been met. The Qualifying Entity and the City agree that failure to meet the substantive contributions will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted to the Company, will require that the Qualifying Entity repay up to the committed seventy five thousand dollars (\$75,000) to the City, prorated to nine thousand three hundred seventy five dollars (\$9,375) for each job not created and maintained as provided above.

5. Miscellaneous.

This Agreement binds and inures to the benefit of the City and the Qualifying Entities and their respective successors and assigns. This Agreement may be amended or modified, and the performance by any Party of its obligations hereunder may be waived, only in a written instrument duly executed by the Parties. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. This Agreement is governed by and is to be construed in accordance with the laws of the State of New Mexico, without giving effect to its choice-of-law principles.

6. Term of Participation Agreement.

This Agreement shall become effective on the date it is fully executed and shall terminate when the Companies document to the City and the New Mexico Economic Development Department that they have provided their required contribution.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

CITY OF ROSWELL, NEW MEXICO

By: _____

Dennis Kintigh, Mayor

Date: _____

APPROVED AS TO FORM

By: _____

William W. Zarr, City Attorney

RICH GLO PRODUCTS, INC.

By: _____

Its: _____

Date: _____

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 7.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: N/A

ACTION REQUESTED:

Request to approve bid for Capital Project - Chlorination Room.

BACKGROUND:

Addition of chlorination rooms to five of the eight existing well houses for purposes of chlorination water directly from the well.

Quotes: Holloway Construction - \$248,348.57; Waide Construction - \$209,535.00; Vantage Engineering - \$224,104.00

FINANCIAL CONSIDERATION (See Fiscal Impact below)

FY 2016 Final Budget.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended approval at their December 14, 2015 meeting.

STAFF RECOMMENDATION:

City Council consideration of the Capital Project - Chlorination room.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 8.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: N/A

ACTION REQUESTED:

ITB-16-020 - Request approval of award for Bid No. ITB-16-020, CDBG Project, to lowest bidder, Abraham Construction, and approve transfer of funds for the shortfall amount of \$13,371.80.

BACKGROUND:

One bid was received from Abraham Construction which was over budget. Louis Najar negotiated with Abraham Construction for a total savings of \$35,125.63.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Negotiated total cost of project is \$599,746.80 with available budget amount of \$586,375.00, resulting in a shortfall amount of \$13,371.80 to be transferred from Capital Outlay Account No. 301-4311-431-75.04, Project CPC107, South Sunset. This South Sunset project was bid in September, 2015 and was under budget.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

CDBG Project has been in the works for two years.

STAFF RECOMMENDATION:

City Council consideration of ITB 16-020 CDBG Project to Abraham Construction and approve transfer of funds for the shortfall amount of \$13,371.80.

Attachments

Bid tabs

Award Letter

**Bid Tabulations - Bid Opening 12-31-15
C.D.B.G. Sidewalk & ADA Project
Project No. 14-C-NR-1-01-G-19
ITB-16-020**

Page 1 of 1
Louis Najar

I Certify that a information & tabulations are correct.

Louis Najjar, P.E. Director of Planning & Engineering



CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

To: Lupita Everett
Purchasing Agent

January 6, 2016

Re: Recommendation of Award
C.D.B.G. Sidewalk & ADA Project, Project No. 14-C-NR-1-01-G-19
Bid No. ITB-16-020

Bids received on December 31, 2015 for subject project have been reviewed. One bid was received from Abrahams Construction of Albuquerque, NM in the total amount with tax of \$634,872.43. Available budget is \$586,375.00.

As allowed per New Mexico and C.D.B.G. procurement procedures, bid price may be negotiated within a maximum 10% of original bid. Louis Najar, Director of Planning & Engineering negotiated with Abraham's Construction to a total project cost with tax of \$599,746.80. This is a 5.53% decrease in project bid cost before tax, and a total monetary savings of \$35,125.63 including taxes. Copy of Bid Tabulations which includes Negotiated costs is attached.

Negotiated cost of \$599,746.80 leaves a budget shortfall of \$13,371.80. This budget shortfall will be covered from a \$13,371.80 transfer from project CPC 107, S. Sunset Pavement Rehabilitation, which was bid in September 2015 and resulting bid was under budget. Transfer of \$13,371.80 will be requested at City Council meeting of January 14, 2016 for approval by Council as part of award process of this C.D.B.G. project. This transfer will result in a total budget available of \$599,746.80.

If you have questions or comments, please contact me.

Sincerely,

Louis Najar, P.E.
Director of Planning & Engineering

xc: Project Files

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 9.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: N/A

ACTION REQUESTED:

ITB-16-043 - Request approval of award for Bid No. ITB-16-043, North Garden Sewer Line Repair to the lowest bidder, Adame Construction.

BACKGROUND:

Bids received on December 31, 2015 for subject project have been reviewed. Bid tabulation sheet is in the packet.

Five bids were received as follows (amounts include tax):

Adame Construction from Los Lunas, NM - \$63,730.30

Century Club Construction from Albuquerque, NM - \$66,210.13

White Cloud Pipeline from Roswell, NM - \$68,262.50

SmithCo Construction from Caballo, NM - \$73,121.50

Constructors Inc. from Roswell, NM - \$79,969.25

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Project funds are available from the 2016 Budget, Wastewater Sewer Funds.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of ITB 16-043.

Attachments

Bid Tabs ITB-16-043

Pruchasing Award Letter ITB 16-043

CITY OF ROSWELL
ENGINEERING DEPARTMENT
BID TABULATION

N Garden Sewer Line Repair ITB-16-043

				Engineers Estimate		Adame ^{LOW BID} Construction, Inc.		Century Club ² Construction, LLC		White Cloud ³ Pipeline Corp	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
203000	Unclassified Excavation	Cu. Yd.	23	\$40.00	\$920.00	\$50.00	\$1,150.00	\$135.00	\$3,105.00	\$200.00	\$4,600.00
416000	Minor Paving	Ton	5	\$225.00	\$1,125.00	\$400.00	\$2,000.00	\$285.00	\$1,425.00	\$150.00	\$750.00
516000	Flowable Fill	Cu. Yd.	23	\$150.00	\$3,450.00	\$150.00	\$3,450.00	\$265.00	\$6,095.00	\$100.00	\$2,300.00
601010	Removal Existing Concrete Structures	Sq Yd.	35	\$40.00	\$1,400.00	\$20.00	\$700.00	\$40.00	\$1,400.00	\$200.00	\$7,000.00
601110	Removal Asphalt. Paving	Sq. Yd.	30	\$40.00	\$1,200.00	\$26.00	\$780.00	\$26.00	\$780.00	\$150.00	\$4,500.00
601200	Removal Existing Curb	Lin. Ft.	130	\$22.00	\$2,860.00	\$8.00	\$1,040.00	\$19.00	\$2,470.00	\$25.00	\$3,250.00
608106	Concrete Drivepad - 6"	Sq. Yd.	55	\$110.00	\$6,050.00	\$56.00	\$3,080.00	\$92.00	\$5,060.00	\$50.00	\$2,750.00
609200	Concrete Header Curb 6"x12"	Lin. Ft.	85	\$65.00	\$5,525.00	\$12.00	\$1,020.00	\$11.00	\$935.00	\$20.00	\$1,700.00
609424	Concrete Curb 6"x24"	Lin. Ft.	130	\$70.00	\$9,100.00	\$22.80	\$2,964.00	\$36.00	\$4,680.00	\$25.00	\$3,250.00
621000	Mobilization	LS	1	\$5,650.40	\$5,650.40	\$15,000.00	\$15,000.00	\$6,001.27	\$6,001.27	\$6,000.00	\$6,000.00
662062	4' Diameter Sewer Manhole 0' to 8' Depth	Each	3	\$5,500.00	\$16,500.00	\$6,700.00	\$20,100.00	\$7,000.00	\$21,000.00	\$6,000.00	\$18,000.00
663912	Sanitary Sewer Line (C-900 PVC) - 12" Dia.	Lin. Ft.	150	\$150.00	\$22,500.00	\$40.00	\$6,000.00	\$40.00	\$6,000.00	\$55.00	\$8,250.00
702801	Traffic Control Plan	Lump Sum	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$1,150.00	\$1,150.00
				TOTAL COST	\$86,280.40	TOTAL COST	\$59,284.00	TOTAL COST	\$63,451.27	TOTAL COST	\$63,500.00
NM Veterans Preference (7%)									\$4,441.59		
NM Resident Preference (5%)							\$2,964.20				\$3,175.00
Bid with NM Preference							\$56,319.80		\$59,009.68		\$60,325.00
TAX @ 7.5%					\$6,471.03	TAX @ 7.5%	\$4,446.30	TAX @ 7.5%	\$4,758.85	TAX @ 7.5%	\$4,762.50
TOTAL					\$92,751.43	TOTAL	\$63,730.30	TOTAL	\$68,210.12	TOTAL	\$68,262.50

CITY OF ROSWELL
ENGINEERING DEPARTMENT
BID TABULATION

N Garden Sewer Line Repair ITB-16-043

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		Smithco Construction, Inc. ⁴		Constructors, Inc. ⁵	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
203000	Unclassified Excavation	Cu. Yd.	23	\$40.00	\$920.00	\$65.00	\$1,495.00	\$80.00	\$1,840.00
416000	Minor Paving	Ton	5	\$225.00	\$1,125.00	\$400.00	\$2,000.00	\$350.00	\$1,750.00
516000	Flowable Fill	Cu. Yd.	23	\$150.00	\$3,450.00	\$225.00	\$5,175.00	\$130.00	\$2,990.00
601010	Removal Existing Concrete Structures	Sq. Yd.	35	\$40.00	\$1,400.00	\$165.00	\$5,775.00	\$60.00	\$2,100.00
601110	Removal Asphalt. Paving	Sq. Yd.	30	\$40.00	\$1,200.00	\$7.00	\$210.00	\$20.00	\$600.00
601200	Removal Existing Curb	Lin. Ft.	130	\$22.00	\$2,860.00	\$7.00	\$910.00	\$5.00	\$650.00
608106	Concrete Drivepad - 6"	Sq. Yd.	55	\$110.00	\$6,050.00	\$85.00	\$4,675.00	\$120.00	\$6,600.00
609200	Concrete Header Curb 6"x12"	Lin. Ft.	85	\$65.00	\$5,525.00	\$20.00	\$1,700.00	\$26.00	\$2,210.00
609424	Concrete Curb 6"x24"	Lin. Ft.	130	\$70.00	\$9,100.00	\$16.00	\$2,080.00	\$35.00	\$4,550.00
621000	Mobilization	LS	1	\$5,650.40	\$5,650.40	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00
662062	4' Diameter Sewer Manhole 0' to 8' Depth	Each	3	\$5,500.00	\$16,500.00	\$6,000.00	\$18,000.00	\$9,000.00	\$27,000.00
663912	Sanitary Sewer Line (C-900 PVC) - 12" Dia.	Lin. Ft.	150	\$150.00	\$22,500.00	\$50.00	\$7,500.00	\$64.00	\$9,600.00
702801	Traffic Control Plan	Lump Sum	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
TOTAL COST				\$86,280.40		TOTAL COST \$68,020.00		TOTAL COST \$74,390.00	
NM Veterans Preference (7%)						\$3,401.00		\$3,719.50	
NM Resident Preference (5%)						\$64,619.00		\$70,670.50	
Bid with NM Preference						TAX @ 7.5% \$5,101.50		TAX @ 7.5% \$5,579.25	
TAX @ 7.5%				\$6,471.03		TOTAL \$73,121.50		TOTAL \$79,969.25	
TOTAL				\$92,751.43		Addition error last page			
						Bid Doc Total \$68,028.00			

I certify that all information and tabulations are correct.

Louis Ryan City Eng. 1-4-16



CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

To: Lupita Everett
Purchasing Agent

January 4, 2016

Re: Recommendation of Award
N. Garden Sewer Line Repair
Bid No. ITB-16-043

Bids received on December 31, 2015 for subject project have been reviewed. Bid tabulation sheet is attached. Five bids were received as follows: (Amounts include Tax)

Adame Construction from Los Lunas, NM - \$63,730.30
Century Club Construction from Albuquerque, NM - \$66,210.13
White Cloud Pipeline from Roswell, NM - 68,262.50
SmithCo Construction from Caballo, NM - \$73,121.50
Constructors Inc. from Roswell, NM - \$79,969.25

Upon completion of review which included application of NM Resident or Veteran's Preferences the low bidder Adame Construction is qualified low bid. I hereby recommend award of this project to Adame Construction in the amount of \$63,730.30.

If you have questions or comments, please contact me.

Sincerely,

Louis Najjar, P.E.
Director of Planning & Engineering

xc: Project Files

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 10.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Louis Najjar

CHAIR: N/A

ACTION REQUESTED:

ITB-16-044 - Request approval of award for Bid No. ITB-16-044, Annual Concrete for Ready Mix to the lowest bidder, Roswell Ready Mix.

BACKGROUND:

Bids received on December 31, 2015 for subject project have been reviewed. This bid is to establish unit costs for various concrete ready mix materials delivered to City crew work sites. One bid was received from Roswell Ready Mix.

Unit price quotes are as follows:

- Class A Concrete - \$122.90/cy
- 1/2 Sack Flowable Fill - \$67.00/cy
- 1 Sack Flowable Fill - \$67.00/cy
- 1 1/2 Sack Flowable Fill - \$67.00/cy
- Fuel Surcharged per load - \$0.00
- Short load charge - \$0.00

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Each Department will pay for costs from their own accounts. These prices are at or below market cost.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of ITB 16-044.

Attachments

Purchasing Award Letter ITB 16-044



CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

To: Lupita Everett
Purchasing Agent

January 4, 2016

Re: Recommendation of Award
Annual Concrete For Ready Mix
Bid No. ITB-16-044

Bids received on December 31, 2015 for subject project have been reviewed. This bid is to establish unit cost for various concrete ready mix materials delivered to City crew work sites. One bid was received from Roswell Ready Mix.

Unit prices quoted are as follows:

Class A Concrete - \$122.90/cy

½ Sack Flowable Fill - \$67.00/cy

1 Sack Flowable Fill - \$67.00/cy

1½ Sack Flowable Fill - \$67.00/cy

Fuel Surcharge per load - \$0

Short load charge - \$0

Upon review of bid, I hereby recommend award of contract to Roswell Ready Mix.

If you have questions or comments, please contact me.

Sincerely,

Louis Najar, P.E.
Director of Planning & Engineering

xc: Project Files

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 11.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Hunt Electric Corporation, a Minnesota Corporation, to renew their current lease agreement on a portion of Building No. 112B.

BACKGROUND:

Hunt Electric Corporation leases the building for the purpose of storage, 10,000 square feet. New rent amount is \$227.00 monthly; \$2,724.00 annually. Rent adjustment is 5.09%. Hunt Electric Corporation has been a customer since February 2010.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Hunt Electric Corporation, new rent amount is \$227.00 monthly; \$2,724.00 annually. Rent adjustment is 5.09%. Term: February 1, 2016 through January 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions and concurs with Airport Staff recommendations.

BOARD AND COMMITTEE ACTION:

The Legal Committee will meet on January 14, 2016.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and lease amendments as proposed.

Attachments

Hunt Electric

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 14th day of January, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and HUNT ELECTRIC CORPORATION, a Minnesota corporation, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

A portion of Building No. 112B consisting of 10,000 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year commencing on February 1, 2016 and ending January 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand Seven Hundred Twenty four Dollars and No Cents (\$2,724.00), payable in 12 monthly installments of \$227.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$200.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to

Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the

Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately

reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. **CONDITIONS OF DEFAULT.** If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. **USE OF THE PREMISES.**

a. Tenant shall use the Leased Premises solely for the purpose of storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation,

treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. **ACCESS TO/ INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. **HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. **INTERPRETATION OF LEASE AGREEMENT.** Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and in

reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Hunt Electric Corporation
2300 Territorial Road
St. Paul, MN 55114

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this ____ day of January, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
HUNT ELECTRIC CORPORATION

David Norkol, Vice President

PREMISES: A portion of Building No. 112B,
consisting of 10,000 square feet ±

56 "G" Street

Page 10 of 10

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 12.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Eastern New Mexico University - Roswell, to renew their current lease agreement on use of an area of land at the old Airport and RIAC.

BACKGROUND:

Eastern New Mexico University – Roswell, leases part of old runway 17/35 at the old Roswell Municipal Airport and 43,560 square feet at the RIAC for the purpose of CDL training. New rent amount is \$167.00 monthly; \$2,004.00 annually. Rent adjustment is 3.09%. Eastern New Mexico University – Roswell has been a customer since February 2012.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Eastern New Mexico University – Roswell new rent amount is \$167.00 monthly; \$2,004.00 annually. Rent adjustment is 3.09%. Term: February 1, 2016 through January 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions and concurs with Airport Staff recommendations.

BOARD AND COMMITTEE ACTION:

The Legal Committee will meet on January 14, 2016.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and lease amendments as proposed.

Attachments

ENMU-R

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 14th day of January, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and EASTERN NEW MEXICO UNIVERSITY - ROSWELL, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Use of an area of land at the old airport sufficient to conduct Commercial Driver License (CDL) training approximating runway 17/35 in orientation located at the old Roswell Municipal Airport and an area of land consisting of 43,560 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on February 1, 2016 and ending January 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand Four Dollars and No Cents (\$2,004.00), payable in 12 monthly installments of \$167.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. None.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times.

LEASE AGREEMENT

b. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord

from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.)

suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the

acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. Intentionally left blank.

17. BANKRUPTCY. Intentionally left blank.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of conducting CDL training, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminate them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Eastern New Mexico University - Roswell
Attn.: VP for Business Affairs
PO Box 6000
Roswell, NM 88202-6000

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of January, 2017.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
EASTERN NEW MEXICO
UNIVERSITY - ROSWELL

John Madden, President

EXHIBIT "A"

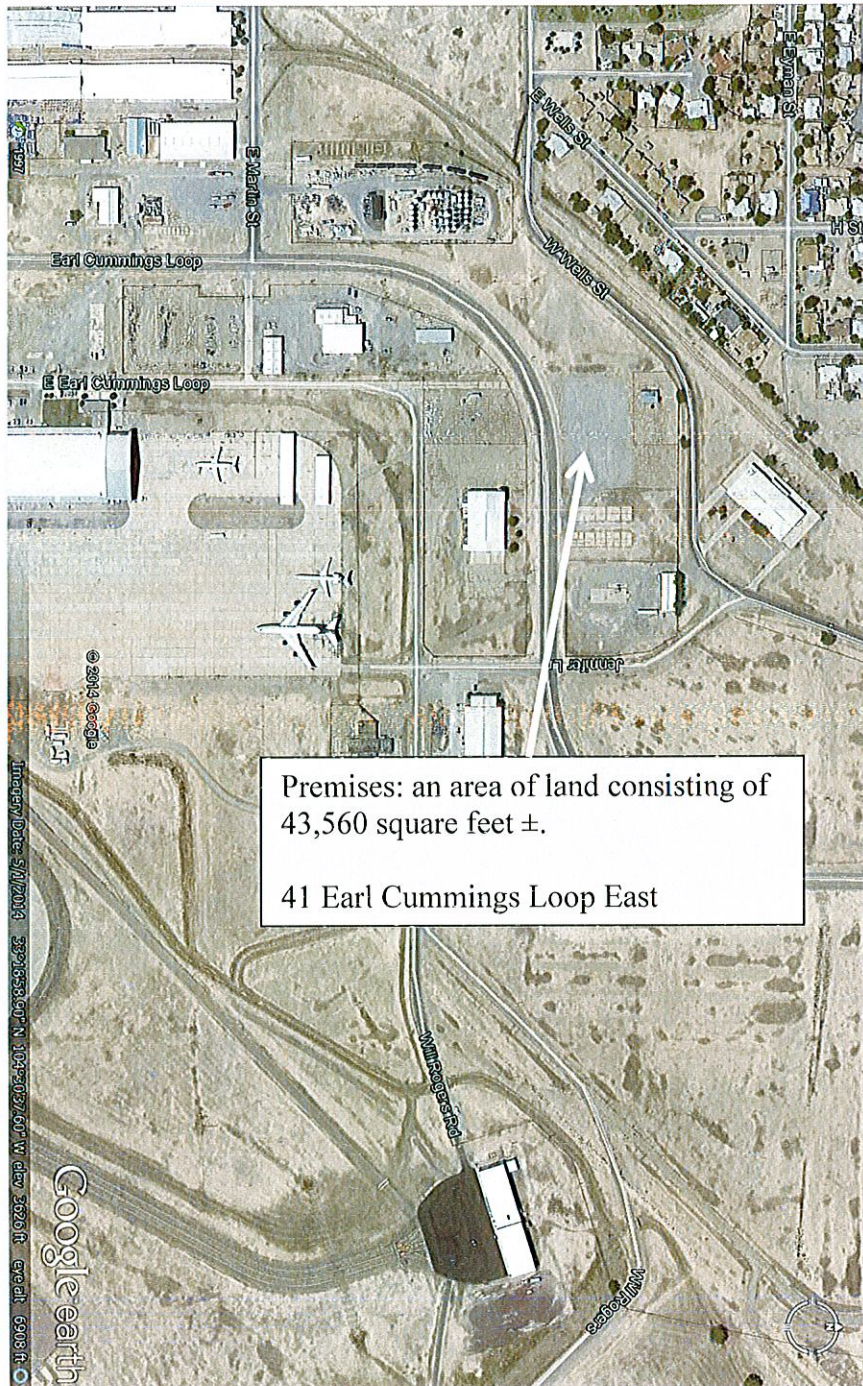


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 13.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, and John Berry, as individuals, to renew their current lease agreement on portions of Hangar No. 91, Space A and B, and joint use of the common area.

BACKGROUND:

Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, and John Berry, leases Hangar No. 91, Space A and B, and joint use of the common area for the purpose of aircraft storage and maintenance. 4,589 and 4,623 square feet respectively. New rent amount is \$1,532.00 monthly; \$18,384.00 annually. Rent adjustment is 2.54%. Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, and John Berry have been customers since January 2000.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, and Brandon Arnold, new rent amount is \$1,532.00 monthly; \$18,384.00 annually. Rent adjustment is 2.54%. Term: February 1, 2016 through January 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions and concurs with Airport Staff recommendations.

BOARD AND COMMITTEE ACTION:

The Legal Committee will meet on January 14, 2016.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and lease amendments as proposed.

Attachments

Hangar No. 91 - Hitchcock

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 14th day of January, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and JON E. HITCHCOCK, ROBERT B. CORN, JAMES PATTERSON, SIAVASH KARIMIAN, BRANDON ARNOLD, JOHN BERRY, individuals, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Portions of Hangar 91 referred to as 91A consisting of 4,589 square feet, more or less and 91B consisting of 4,623 square feet, more or less, and joint use of the common area, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on February 1, 2016 and ending January 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Nine Thousand, One Hundred Fifty Six Dollars and No Cents (\$9,156.00), payable in 12 monthly installments of \$763.00 for space 91A. Tenant agrees to pay to Landlord as rent the sum of Nine Thousand, Two Hundred Twenty Eight Dollars and No Cents (\$9,228.00), payable in 12 monthly installments of \$769.00 for space 91B. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$1327.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. **CONDITION OF PREMISES.** Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. **MAINTENANCE.**

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises. Tenant shall replace minor parts if necessary by the above maintenance. Tenant shall not be required to maintain or replace any of the structural conditions of the building including the large entry doors or roof unless these items are damaged because of the negligence of Tenant.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water. Tenant agrees to pay a fair share, (one fourth), of the utility charges billed and payable monthly for electrical and water/sewer for the leased Premises adjusted to actual charges at six months intervals.

8. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. **EQUIPMENT AND IMPROVEMENTS.**

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable

without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if

Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any

necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of storage and maintenance of aircraft, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. This responsibility extends to any materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises that might be considered to be, to cause, or result in Foreign Object Damage (FOD). Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, foreign object debris (fod), collectively, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

e. Tenant shall be responsible for the security of the leased premises and gate (gate 12) providing egress thereto. Privately owned or company vehicles are authorized in the immediate T-Hangar area and The City Code Book, Chapter 5, prohibiting uncontrolled traffic on the Aircraft Operating Area (AOA) shall be observed in all other portions of the AOA. Overnight parking of vehicles outside of the T-Hangar shall not be permitted. The property will not be used for vehicle storage except for vehicle storage incident to aircraft use. Use of premises for Commercial Aviation activities as defined in the City of Roswell Code Book, Chapter 5, is denied.

f. Sale of Tenant's registered aircraft shall effectively terminate this lease in the case of a one aircraft hangar. Tenant shall have thirty (30) days from date of sale in which to purchase a suitable replacement and register it in the State of New Mexico to retain aircraft storage rights in the leased premises in the case of a one aircraft hangar. In the case of multiple occupants and aircraft in a leased area, the sale of any one aircraft requires that Tenant notify the Air Center Manager's office immediately upon any such occurrence for security and lease modification purposes.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant may sublease to the Civil Air Patrol. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any other parts of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Jon E. Hitchcock,
PO Box 2930
Roswell, NM 88202-2930

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving sixty (60) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of January, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

TENANT:
JON E. HITCHCOCK, ROBERT B. CORN,
JAMES PATTERSON, SIAVASH.
KARIMIAN, BRANDON ARNOLD, JOHN
BERRY and DOUBLE H AVIATION

Sharon Coll, City Clerk

Jon E. Hitchcock

Robert B. Corn

James Patterson

Siavash Karimian

Brandon Arnold

John Berry

EXHIBIT "A"

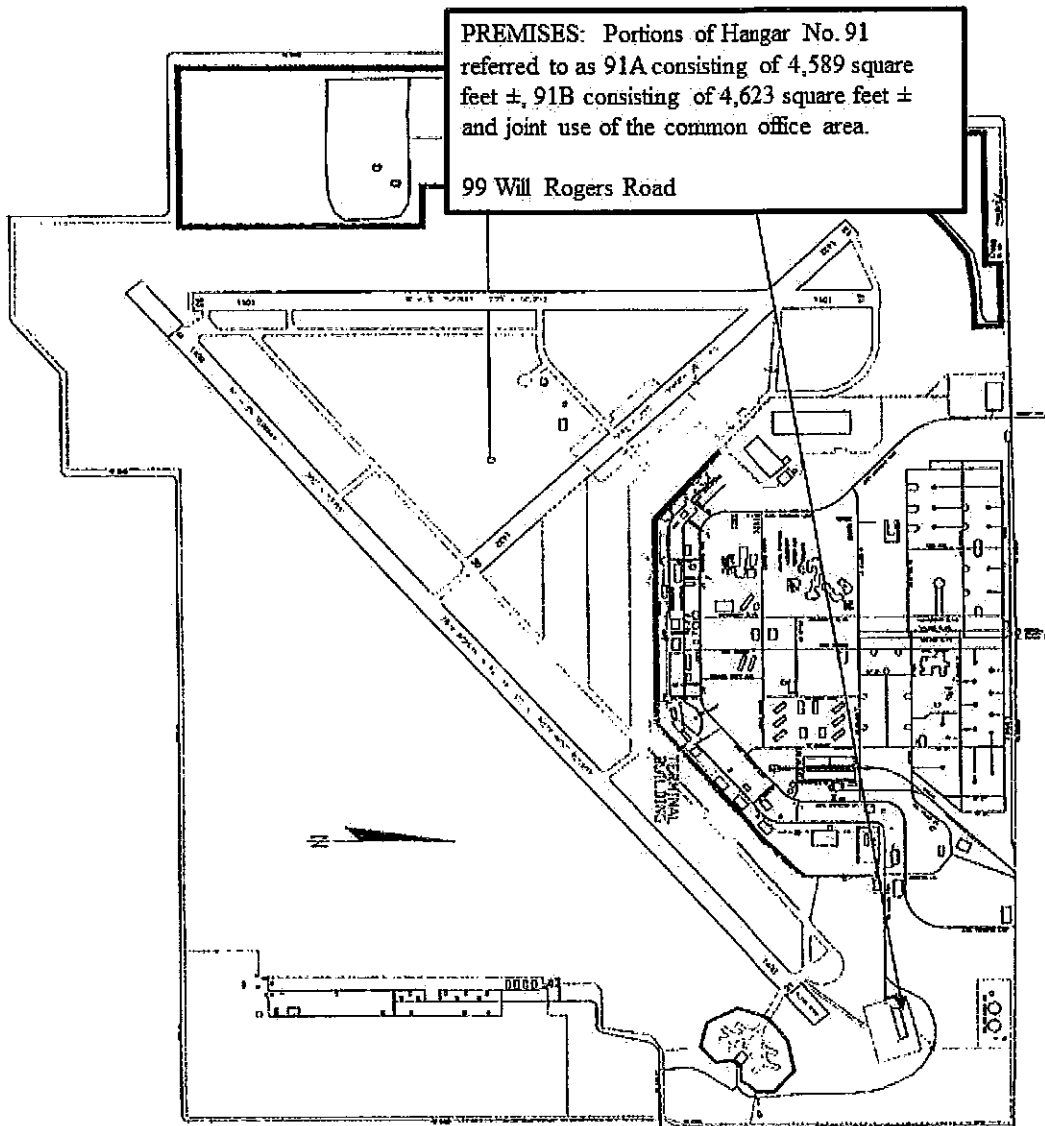


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 14.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Associated Records, Inc., a New Mexico Corporation, to amend their current lease agreement. Tenant has changed their legal name to Information Protection Services, Inc.

BACKGROUND:

Associated Records, Inc., leases Building No. 250 grounds and dock areas for the purpose of document storage and shredding. 20,000 square feet. Associated Records, Inc., has been a customer since May 2005.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Associated Records, Inc., not applicable.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions and concurs with Airport Staff recommendations.

BOARD AND COMMITTEE ACTION:

The Legal Committee will meet on January 14, 2016.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and lease amendments as proposed.

Attachments

Associated Records

**FIRST ADDENDUM
TO LEASE AGREEMENT**

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and ASSOCIATED RECORDS, INC., a New Mexico Corporation, hereinafter "Tenant", hereby agree to the following amendment to that certain Lease Agreement dated April 9, 2015 between the parties.

WHEREAS, Tenant has changed their legal name to Information Protection Services, Inc.

NOW THEREFORE, Landlord and Tenant agree as follows:

1. The legal name of Tenant is changed to INFORMATION PROTECTION SERVICES, INC. and all references to Tenant in the Lease refer to INFORMATION PROTECTION SERVICES, INC.
2. Paragraph 26. NOTICES part b., Tenant's address is amended to:
Information Protection Services Inc.
100 Se Wells St.
Roswell, NM 88203
3. Except as amended herein, the Lease shall continue without change, and remain in full force and effect as originally executed, except as modified above.

IN WITNESS WHEREOF, this First Addendum to the Lease Agreement of April 9, 2015 is done and executed in Roswell, New Mexico this _____ day of January, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
INFORMATION PROTECTION SERVICES
INC.

Josh Hartwell, Vice President

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 15.

Meeting Date: 01/14/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Dean Baldwin Painting, LP, a Texas Corporation, to amend their current lease agreement to allow for rent abatement.

BACKGROUND:

Dean Baldwin Painting, LP, requests rent abatement for replacement of worn components of the building's water treatment facility and the filter press (part of the water treatment facility).

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Dean Baldwin Painting, LP, is requesting rent abatement not to exceed \$70,057.32 in accordance with RIAC Rent Abatement Policy.

LEGAL REVIEW:

The City Attorney has reviewed the requested actions and concurs with Airport Staff recommendations.

BOARD AND COMMITTEE ACTION:

The Legal Committee will meet on January 14, 2016.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of the lease agreement and lease amendments as proposed.

Attachments

Dean Baldwin Addendum

Dean Baldwin Bids

EIGHTH ADDENDUM TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and to DEAN BALDWIN PAINTING LIMITED PARTNERSHIP a Texas Corporation, hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated March 13, 2006.

Effective with Council approval January 14, 2016:

1. Rent abatement not to exceed \$70,057.32 will be given for replacement of worn components of the building's water treatment facility and the filter press (part of the water treatment facility) in accordance with RIAC Rent Abatement Policy.
2. Rent abatement will be combined with other previously approved rent abatement given for this building and will be abated in full after verification that the work has been completed as evidenced by receipts and visual inspection.
3. Except as amended herein, the original Lease and Addenda shall continue without change, and in full force and effect as originally executed.

IN WITNESS WHEREOF, this EIGHTH Addendum to Lease Agreement is done and executed in Roswell, New Mexico this _____ day of January, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
DEAN BALDWIN PAINTING, INC

Barbara Baldwin, President/CFO



Jennifer Brady
Air Center Manager
1 Jerry Smith Circle
Roswell New Mexico, 88203

29 Oct. 2015

Jennifer,

The Filter Press which is a part of the waste water treatment facility in our hanger has quit functioning. This press was part of the hanger's water treatment facility which was here and functioning when Dean Baldwin Painting moved in to the hanger. We have attempted to repair the press but it is so old that they no longer make parts for it.

We are proposing that we purchase a new press and receive rent abatement in the amount of \$30,258. This purchase does not enhance our process in any way but rather returns the hanger to the same functions as when we moved in. We have attempted to get three bids for this press but have only been able to find two companies that make this product.

Thank you for considering this request.

Ron Brown
Chief Inspector
Dean Baldwin Painting



1215 Fee Ana St
Anaheim, CA 92807
Tel: (714) 525-0630

October 15, 2015
Page 1 of 3

Quote # P10272W- DeanBaldwin

Mr. Chris Huebner
Dean Baldwin Painting

Dear Mr. Huebner:

We at Pacific Press Co. are pleased to quote a filter press for the above project. Sizing is as requested by your customer. The materials of construction are predicated on the slurry temperature being no greater than 115F.

1.0 FILTER PRESS

1.1 One P06L Filter Press Model #P6E132-12

Total Volume	12 ft ³
Surface Area	267.5 ft ²
Size of Filter Plates	630 mm
Number of Filter Plates	43
Plate Construction	Polypropylene
Seal Style	Gasketed (EPDM)
Maximum Operating Pressure	100 psi
Maximum Operating Temperature	115° F
Cake Thickness	32 mm
Cloth Type	(PMU) Multifilament Polypropylene
Type of Closure	Air/Hydraulic
Frame Construction	Side Bar, Steel Design
Control Panel	Right Side
Discharge/Air purge Piping	CPVC*
Inlet feed	CPVC*
Feed Style	Center/Middle Feed
Finish	Polyurethane – PPC standard paint/color

* Air Blow / Even Fill with manual valves



1215 Fee Ana St
Anaheim, CA 92807
Tel: (714) 525-0630

October 15, 2015
Page 2 of 3

Quote # P10272W- DeanBaldwin

2.0 ANCILLARY EQUIPMENT

- 2.1 One Emergency Safety Pull Cord**
Model # ESA-1
Safety Pull Cord is located on both sides of the filter press and will automatically stop the hydraulic closure if activated by the operator.
- 2.2 One Automatic Pump Control**
Model #AP-3P
Automatically increases inlet pressure to the air diaphragm pump in 5 psig increments based on how full the press is. Price includes low-pressure indicator.
- 2.3 One Filter Press Feed Pump (mounted to press)**
With one 1 1/2 inch, dedicated Air Operated Diaphragm Pump . Cast Iron/Wilflex wetted parts.
- 2.4 Two Sludge Cart**
Includes Two (2) cart of carbon steel construction, with quick release hand lever, forklift channels, and swivel casters.
- 2.5 One Drawing Package (GA drawing Only)**

TOTAL for Items 1.0 thru 2.5 for one (1) filter press

\$ 30,258 USD



1215 Fee Ana St
Anaheim, CA 92807
Tel: (714) 525-0630

October 15, 2015
Page 3 of 3

Quote # P10272W- DeanBaldwin

3.0 TERMS

FOB:

Fullerton, CA (Freight Pre Pay & Bill)

Terms of Payment:

*35% Deposit with order
65% Upon completion, prior to shipment*

Delivery:

*8 - 10 weeks, depending on accessories and
after receipt of deposit, approval on the Order Acknowledgement
and approval on the drawing*

Quote:

60 days

Note: The quote provided includes only standard universal drawings for the filter press. All other drawings are not included and will be charged out on a time and material basis.

**SUBJECT TO PACIFIC PRESS CO. STANDARD TERMS AND CONDITIONS FORM # PP5001as
attached hereto. In addition please note the following:**

- [1] Any changes that are made to Purchase Order after three (3) business days will be done as a Change Order and charged accordingly.*
- [2] All Pacific Press Co. terms and conditions attached to this quotation shall be enforced and will take precedent over all other terms & conditions unless agreed to in writing.*
- [3] A general drawing has been provided for your review as for the overall footprint of the filter press listed below.*

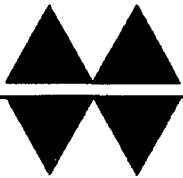
Thank you for the opportunity to quote your present filter press requirements. We look forward to entering the order for the above items.

Best Regards,

Steve Bender

Sales Manager

PACIFIC PRESS CO.



M.W. WATERMARK, L.L.C.

4660 136th Avenue Holland, MI 49424

Ph 616.399.8860

Fax 616.399.8860

www.mwwatermark.com

Proposal

Number: 101915-10R0
To: Dean Baldwin Painting
82 W. Earl Cummings Loop #1083
Roswell, NM 88203

Date: 19-October-2015
Attn: Cynon Martinez
Tel: 575-347-4168 x22
E-Mail: cynonm@deanbaldwinpainting.com

Proposal Valid Through : 18-November-2015

Reference: Press for Waste Water System

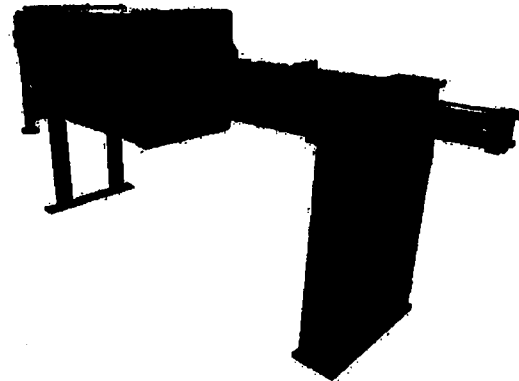
M.W. Watermark, LLC is pleased to provide this quotation for the following:

SCOPE OF SUPPLY:

One (1) M.W. WATERMARK FILTER PRESS MODEL FP630G32L-38-12AXD

Basis of Design

Application: Dewatering Paint Waste
Temperature: Between 45°F and 110°F
Installation Location: Indoors
Power Supply: 120VAC/1Φ/60Hz/1A
Feed Pressure: 100 psi



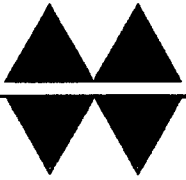
Options shown may not be included in the quoted price.

Equipment Description

Plate size: 630 x 630 mm plates.
Cake Thickness: 32 mm chambers.
Press Capacity: 12 cu. ft.
Filtration Area: 264 sq. ft.
Chamber Quantity: 38 (approx.)
Overall Dimensions: 155"L x 36"W x 52"H (approx.) with 26" under-plate clearance. "A" dimension = 87"
Empty Weight: 2,900 pounds
Hydraulics: Modular design, air-operated hydraulics, automatic closure.
Filter Plates: Polypropylene, gasketed, recessed chamber.
Filter Cloths: Installed polypropylene multi-filament. Application could determine other styles.
Filter Press Frame: Sidebar design, ASTM A36 carbon steel construction with 304SS side rail caps.
Coating: Blasted to SSPC-SP6. Coated with heavy-duty two-part epoxy mastic. Color: RAL-5017 MWW Blue

Options Included

Manifold Design: Air Blowdown / Even Fill - Fully assembled with manual valves to provide even chamber filling and air blowdown. Includes air regulator.
Manifold Material: CPVC, Schedule 80
AOD Feed Pump: 1.5-inch double air-operated diaphragm feed pump on press-mounted shelf (Yamada Brand with Polypropylene / Santoprene wetted components).
Control Panel: Automatic Feed Pump Control System controls air-operated diaphragm feed pump (supplied by others). NEMA 4 - 120VAC/1Φ/60Hz/1A (std.)
Safety Device: Trip wire (Emergency Pull Cord) on both sides of the filter press. Stops motion of the follower when activated.



M.W. WATERMARK, L.L.C.

4660 136th Avenue Holland, MI 49424

Ph 616.399.8850

Fax 616.399.8860

www.mwwatermark.com

SCOPE OF ENGINEERING

- Approval Drawings: Electronically, if required.
- IO&M Manuals: One CD sent with unit.
- Additional hard copy manuals are available for \$75 USD each at time of order.

TERMS AND CONDITIONS:

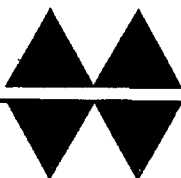
- M.W. Watermark, LLC's Standard Conditions of Sale, as attached, shall apply.

PURCHASER/OWNER RESPONSIBILITY:

- Mechanical and electrical installation labor.
- Civil work including supply of anchor bolts.
- Unloading, uncrating, installation or installation supervision.
- Installation may require purchaser-supplied forklift or crane/holst.
- Platforms, gratings or railings unless stated otherwise.
- Interconnecting piping or wiring.
- Compressed air supply.
- Valves, fittings, appurtenances not specifically listed.
- All taxes, fees, lien waivers, bonds, permits or licenses, unless expressly stated.
- Room ventilation, air conditioning, or lighting
- Compatibility of equipment materials of construction with process environment.
- Any other auxiliary equipment or service not detailed above.

CLARIFICATIONS AND EXCEPTIONS:

No.	Section	Part	Description
1.	General	-	Items (such as bolts, fittings, etc.) not specifically listed in this proposal are selected based on MWW standard practice.
2.	General	-	Component performance ratings stated in this proposal are nominal. Actual performance may vary.
3.	General	-	Accuracy and/or precision of equipment as installed may vary based on installation and site conditions.
4.	General	-	Unless stated in the Scope of Supply, design to meet specific seismic requirements is not included.
5.	General	-	UL listing is included only if stated in the Scope of Supply.



M.W. WATERMARK, L.L.C.

4660 136th Avenue Holland, MI 49424

Ph 616.399.8850

Fax 616.399.8860

www.mwwatermark.com

COMMERCIAL OFFERING:

Payment Terms: 50% down payment upon order, 50% before shipment
Freight Terms: Ex-Works - Holland, MI
Freight to Job Site: Not Included
Taxes: Not Included
Submittal: 1 to 2 weeks after receipt of written order and final specifications, if required.
Shipment: 6 to 8 weeks ARO or after shop drawing approval to be confirmed upon order acceptance. **Please advise if expedited delivery required.**
Startup & Training: Not Included
Warranty: As described in MWW Standard Conditions of Sale
Price: **\$36,740 USD**
Est. Freight: **\$ 3,750 USD (to Zip 88203)**

Optional Equipment

1	Cake Hopper: Two (2) forkliftable, self-dumping filter cake discharge hoppers on casters to assist with filter cake disposal (two (2) @ \$2,050)	\$4,100
---	---	----------------

Please return one signed copy of this quotation, or your purchase order, to M.W. Watermark, LLC at the address below.

Refer to this quotation, date, and related correspondence.

Issued By: **M.W. WATERMARK, LLC**
4660 136th Avenue, Holland, MI 49424

Signed:
Name: Paul E. Malik
Title: Sr. Sales Engineer
E-Mail: pmallk@mwwatermark.com



**It's Official! M.W. Watermark
is the World's Greatest!**

**Click here to watch M.W. Watermark featured
on the television series, "World's Greatest!"**



Jennifer Brady
Air Center Manager
1 Jerry Smith Circle
Roswell New Mexico, 88203

01 Dec. 2015

Jennifer,

As you are aware, Dean Baldwin Painting is in the process of installing an upgraded water treatment plant at our facility. This water treatment plant is to replace the original which was a part of our facility at the time that we moved into the hanger. The equipment being installed was purchased used from Eclipse Aviation for around \$60,000. We recently installed a very similar water treatment plant at our facility in Indiana which cost \$465,000. The City of Roswell has previously approved \$80,000 for the purchase and installation of this plant.

During installation, the company installing the equipment discovered that many of the pumps and other components of the plant were worn beyond repair and needed to be replaced. As a result, this project has exceeded the \$80,000 which was approved.

Dean Baldwin Painting has received the bids for these overages which we have attached for your review.

Additionally, the water storage tanks that are in the current waste water treatment plant are old and beyond repair. They are not adequate for the new system being installed. The cost of the two tanks installed is \$13,146.90.

Dean Baldwin Painting respectfully requests rent abatement in the amount of \$41,267.94 to cover the cost of these improvements to the building.

Best Regards,

Ron Brown
Chief Inspector
Dean Baldwin Painting LP

Chris Huebner

From: Chris Huebner <chrish@deanbaldwinpainting.com>
Sent: Monday, August 03, 2015 8:42 AM
To: barbarab@deanbaldwinpainting.com
Cc: Ron Brown (ronb@deanbaldwinpainting.com); rubenp@deanbaldwinpainting.com; Karl Anderson (karl@deanbaldwinpainting.com)
Subject: Water Tanks Information
Attachments: Dean Baldwin Estimate_2015.pdf

Importance: High

Barbara:

Attached is the tank quote from Intel for the \$26K.

I don't have a written estimate from Roswell Livestock, the tanks are (10,000 gallons each) \$9,000.00 each.

The two tanks we purchased (12,000 gallons each) were a total of \$13,146.90, thus \$6,573.45 each all inclusive, including delivery.

Best Regards,

Christopher Huebner – Program & Environmental Manager
dean baldwin painting, L.P.

a minority-woman owned certified small business

Office: (575) 347-4168, Ext. 16 Cell: (575) 420-2019

www.deanbaldwinpainting.com



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Karl Giron, CEO
Coordinated Visions, LLC
6609 Esther NE
Albuquerque, NM 87109

June 4, 2015

Dear Mr. Huebner,

In response to your request to provide an estimate to remove two 25,000 gallon tanks from the Intel New Mexico Facility, Coordinated Visions (CVI) submits this estimate. CVI will disconnect and remove from existing pads tow (2) fiberglass tanks including piping, piping supports, and additional items specified below.

1. Remove (2) 25,000 gallon fiberglass tanks
2. Remove (2) tank ladders connected to tanks
3. Remove all railing associated with tanks
4. Remove catwalks and decking
5. Remove all unistrut
6. Remove all associated piping and cover penetration holes into building left from piping
7. Flange and cap all piping that remains
8. Have associated electrical disconnected

Exclusions:

- CVI will not be responsible or provide the trucking to remove the tanks
- CVI will not be responsible or provide the crane from Crane Services to remove the tanks

Labor	\$16,000
Equipment	\$6,400
Materials	\$1,950
Subtotal	\$24,350
NMGRT @ \$ 7%	\$1,704.50
Total	\$26,054.50

We look forward to working with you. If you have any questions pertaining to this estimate, please don't hesitate to call me at 505-459-5533 or email me at karlgiron96@gmail.com.

Regards,

Karl D. Giron
CEO

Chris Huebner

From: Chris Huebner <chrish@deanbaldwinpainting.com>
Sent: Monday, August 03, 2015 10:26 AM
To: 'Barbara Baldwin'
Cc: 'Ron Brown'; '<rubenp@deanbaldwinpainting.com>'; 'Karl Anderson'
Subject: RE: Water Tanks Information

Importance: High

See quote for the 10,000 gallon water storage tank from Roswell Livestock.

Best Regards,

Christopher Huebner – Program & Environmental Manager

dean baldwin painting, L.P.

a minority-woman owned certified small business

Office: (575) 347-4168, Ext. 16 Cell: (575) 420-2019

www.deanbaldwinpainting.com



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♻️ Please consider the environment before printing this e-mail. ♻️

From: RLFS [mailto:info@roswelllivestock.com]
Sent: Monday, August 03, 2015 10:12 AM
To: chrish@deanbaldwinpainting.com
Subject: quote

Chris,
The 10,000 GALLON BLK TANK is \$8999.00
Thanks,
Dale

From: Barbara Baldwin [mailto:barbarab@deanbaldwinpainting.com]
Sent: Monday, August 03, 2015 9:13 AM
To: Chris Huebner
Cc: Ron Brown; '<rubenp@deanbaldwinpainting.com>'; Karl Anderson
Subject: Re: Water Tanks Information

I need the Roswell livestock bid in writing, even if email. All of this needs to be give. To Ron so he can present at next meeting, remember we need to be in agenda

Barbara Baldwin - CEO
dean baldwin painting, L.P.

Invoice Number	Invoice Date	Terms
017D3653	05/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7866	VM TECH/ALFONZ	
Order Date	Ship Date	Ship Via
05/20/15	05/27/15	UPS GROUND



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-3128
TEL 909-587-8641
FAX 909-587-8741

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JUN 01 2015
BY: _____

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INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
2395 BULVERDE ROAD SUITE 105
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
849006 1" PUMP DIAPH HUSKY 1050 PP PTFE/EPDM DIAPH PP SEATS PTFE BALLS CTR FLG	017	1	0	1			978.20	0.00	
DF2911 2" PUMP DIAPH HUSKY 2160 PP PTFE AL	017	2	0	2			3109.80	0.00	
837-251 2"x1-1/2" BUSHING SPIGxS PVC SCH80	017	6	6	0			5.31	31.86	
8097-020 2" UNION S PVC EPDM SCH80 2000 IND	017	8	8	0			16.82	135.36	
WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind. ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.					Subtotal				
					CONTINUED				
					Tax				
					CONTINUED				
					Freight & Handling				
CONTINUED					CONTINUED				
					Total Due				
					CONTINUED				

Invoice Number	Invoice Date	Terms
017D3853	05/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7886	VM TECH/ALFONZ	
Order Date	Ship Date	Ship Via
05/20/15	05/27/15	UPS GROUND



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PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

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INVOICE

Bill to:

DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78183-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
2395 BULVERDE ROAD SUITE 105
ROSWELL NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.	ROSWELL, NM 88203				
102829	173	CHRG INBOUND & OUTBOUND	2						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
854-020 2" FLANGE V/S S PVC PLAST RING 150PSI SCH80	017	6	6	0			9.52	57.12	
15400020HH-I BOLT PKG A307B ZINC BOLT & NUT SET W/F436 ZINC WASHER FOR 2" PVC FLANGE	017	6	6	0			7.20	43.20	
854-010 1" FLANGE V/S S PVC PLAST RING 150PSI SCH80	017	6	6	0			6.80	40.80	
15400015HH-I BOLT PKG A307B ZINC BOLT & NUT SET W/F436 ZINC WASHER FOR 1-1/4"-1-1/2" PVC FLANGE	017	6	6	0			5.80	33.60	
<p>WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.</p> <p>ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supercede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.</p>							Subtotal	CONTINUED	
							Tax	CONTINUED	
							Freight & Handling	CONTINUED	
							Total Due	CONTINUED	

CONTINUED

Invoice Number	Invoice Date	Terms
017D3653	05/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7866	VM TECH/ALFONZ	
Order Date	Ship Date	Ship Via
05/20/15	05/27/15	UPS GROUND



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
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14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

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INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4672

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
2395 BULVERDE ROAD SUITE 105
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	3						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
806-005 1/2" 90 ELBOW S PVC SCH80	017	31	31	0			1.04	32.24	
1070005 1/2" VALVE BALL CMPCT S PVC EPDM PTFE	017	6	6	0			12.90	77.40	
835-005 1/2" ADAPTER SxFPT PVC SCH80	017	14	14	0			1.77	24.78	
829-005 1/2" COUPLING S PVC SCH80	017	10	10	0			1.89	18.90	
800-005 1/2" PIPE P/E PVC SCH80	017	100	100	0			0.32	32.00	
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ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempt by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.					CONTINUED				
					Tax				
					CONTINUED				
					Freight & Handling				
					CONTINUED				
					Total Due				
					CONTINUED				

CONTINUED

Invoice Number	Invoice Date	Terms
017D3653	05/27/15	NET 30 F.O.B. SHIPPING POINT
Order Number	Customer PO Number	
017C7866	VM TECH/ALFONZ	
Order Date	Ship Date	Ship Via
05/20/15	05/27/15	UPS GROUND



PLEASE REMIT TO:
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PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

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INVOICE

Bill to:

DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
2395 BULVERDE ROAD SUITE 105
ROSWEEL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.				
102829	173	CHRG INBOUND & OUTBOUND	4					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
K8PTC3 KOP KIT GFPP TFE CRMC 3/8"ID 1/2"OD FOR PULSATRON PUMP	017	4	0	4			85.78	0.00
41700 6" VALVE ASSY INJ BACK PRES PVC/VIT/CRMC 1/2"	017	4	0	4			45.18	0.00
POSTED								
<p>WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.</p> <p>ENTIRE AGREEMENT: The terms and conditions set forth in this Invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this Invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.</p>							Subtotal	527.26
							Tax	36.89
							Freight & Handling	0.00
							Total Due	584.15

Invoice Number	Invoice Date	Terms
017D3784	06/09/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
017C7866	Customer PO Number	
Order Date	Ship Date	Ship Via
05/20/15	05/26/15	UPS GROUND



PLEASE REMIT TO:
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TEL 909-597-8641
FAX 909-597-0741

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JUN 15 2015

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

BY BURESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
2395 BULVERDE ROAD SUITE 105
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
849006 1" PUMP DIAPH HUSKY 1050 PP PTFE/EPDM DIAPH PP SEATS PTFE BALLS CTR FLG	017	1	1	0			978.20	978.20	
DF2911 2" PUMP DIAPH HUSKY 2150 PP PTFE AL	017	2	2	0			3109.80	6,219.80	

POSTED

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Subtotal	7,197.80
Tax	503.84
Freight & Handling	0.00
Total Due	7,701.64

Invoice Number	Invoice Date	Terms
017D3471	05/08/15	NET 30
Order Number	Customer PO Number	
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	05/07/15	SEE INSTRUCTIONS BELOW



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000309**0002**0002**AUTO**MIXED AADC 926

INVOICE

Bill to:

DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78183-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
M4189 SWITCH TILT FLT 6.5" PP JACKET LEADWIRE HG FREE EPDM FLT MATL	017	12	12	0			25.18	302.16	
KST-2 KAMWELD TRIANGULAR SPEED TIP SS FOR 3/16" TYPE I & II PVC	017	1	0	1			152.48	0.00	
<div style="position: relative; width: 100%; height: 100%;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 2em; font-weight: bold; opacity: 0.5;">POSTED</div> <div style="position: absolute; top: 40%; left: 40%; border: 1px solid black; padding: 5px; text-align: center;"> RECEIVED MAY 12 2015 BY: _____ </div> </div>									
WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind. ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.							Subtotal		
							302.16		
							Tax		
							22.59		
							Freight & Handling		
							20.38		
							Total Due		
							345.13		

Invoice Number	Invoice Date	Terms
017D3541	05/15/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7852	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	05/14/15	SEE INSTRUCTIONS BELOW



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14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-8741

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MAY 18 2015
BY: _____

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Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4672

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
KST-2 KAMWELD TRIANGULAR SPEED TIP SS FOR 3/16" TYPE I & II PVC	017	1	1	0			152.46	152.46	
<div>POSTED</div>									
WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.							Subtotal	152.46	
ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.							Tax	11.27	
							Freight & Handling	6.62	
							Total Due	172.35	

Invoice Number	Invoice Date	Terms
017D3677	05/28/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
017C7866	Customer PO Number	
Order Date	Ship Date	Ship Via
05/20/15	05/26/15	UPS GROUND



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

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JUN 0 1 2015

000395**0002**0002**AUTO**MIXED AADC 926

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRELL 972-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
2395 BULVERDE ROAD SUITE 105
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.
102829	173	CHRG INBOUND & OUTBOUND	1	

Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
648006 1" PUMP DIAPH HUSKY 1050 PP PTFE/EPDM DIAPH PP SEATS PTFE BALLS CTR FLG	017	1	0	1			978.20	0.00
DF2911 2" PUMP DIAPH HUSKY 2150 PP PTFE AL	017	2	0	2			3109.80	0.00
K6PTC3 KOP KIT GFPP TFE CRMC 3/8"ID 1/2"OD FOR PULSATRON PUMP	017	4	4	0			85.76	343.04
41700 6" VALVE ASSY INJ BACK PRES PVC/VT/CRMC 1/2"	017	4	4	0			45.16	180.64

POSTED

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ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.	Tax
	Freight & Handling
	Total Due

Invoice Number	Invoice Date	Terms
017D3446	05/06/15	NET 30
Order Number	Customer PO Number	
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	05/08/15	SEE INSTRUCTIONS BELOW



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000293**0002**0002**AUTO**MIXED AADC 926

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2385 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
5680002N45 60 GAL TANK DBL CONT NAT HDPE 28"x41" 1.98G 14" MNWY	017	2	2	0			408.02	812.04	
WRAP-1 WRAP PROTECTIVE PLAST 0-850 GAL	017	2	2	0			42.88	85.76	
M4189 SWITCH TILT FLT 8.5' PP JACKET LEADWIRE HG FREE EPDM FLT MATL	017	12	0	12			25.18	0.00	
H188127 TESTER 0.1pH/TEMP WTR PROOF PRTBL DUAL LVL LCD DISPLAY	017	1	1	0			68.80	68.80	

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MAY 11 2015
BY: _____

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CONTINUED

Subtotal	CONTINUED
Tax	CONTINUED
Freight & Handling	CONTINUED
Total Due	CONTINUED

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Invoice Number	Invoice Date	Terms
17D3446	05/06/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
017C7652	Customer PO Number	
Order Date	Ship Date	Ship Via
04/24/15	05/06/15	SEE INSTRUCTIONS BELOW



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000293**0002**0002**AUTO**MIXED AADC 926

INVOICE

Bill to:

DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4672

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	2						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
288/0-14PH RECORD STRIP CHART 0-14pH 4-20mA DC INPUT PREWIRED	017	1	1	0			1926.65	1,926.65	
8390-0003 PAPER FOR STRIP CHART RECORDER 70 DIVS	017	1	1	0			14.03	14.03	
3-2750-2 ELECTRONICS IN-LINE SNSR PBT W/JCT BOX & EASY CAL	017	1	1	0			295.80	295.80	
3-2724-00 ELECTRODE pH FLAT PT1000 DRY LOC	017	1	1	0			194.40	194.40	

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CONTINUED

Subtotal	CONTINUED
Tax	CONTINUED
Freight & Handling	CONTINUED
Total Due	CONTINUED

Invoice Number	Invoice Date	Terms
017D3446	05/06/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
017C7652	Customer PO Number	
Order Date	Ship Date	Ship Via
04/24/15	05/06/15	SEE INSTRUCTIONS BELOW



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PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000293**0002**0002**AUTO**MIXED AADC 926

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 106
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	3						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
MPV8T020F 2" FITTING INSTL TEE PVC	017	1	1	0			96.00	96.00	
3822-7004 4pH BUFFER SOLUTION 1 PT BOTTLE	017	1	1	0			15.00	15.00	
3822-7007 7pH BUFFER SOLUTION 1 PT BOTTLE	017	1	1	0			15.00	15.00	
3822-7010 10pH BUFFER SOLUTION 1 PT BOTTLE	017	1	1	0			15.00	15.00	
5523-0322 CABLE 3 COND PLUS SHIELD 22 AWG BLACK/RED	017	50	50	0			1.80	90.00	

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CONTINUED

Subtotal	CONTINUED
Tax	CONTINUED
Freight & Handling	CONTINUED
Total Due	CONTINUED

Invoice Number	Invoice Date	Terms
017D3448	05/06/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
-017C7652	Customer PO Number	
Order Date	Ship Date	Ship Via
04/24/15	05/06/15	SEE INSTRUCTIONS BELOW



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000293**0002**0002**AUTO**MIXED AADC 926

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms		Page #	Job No.				
102829	173	CHRG INBOUND & OUTBOUND		4					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
CPS-020 MIXER STATIC PVC 316SS 2" NPT 6-75GPM	017	3	3	0			164.00	462.00	
CPS-020 MIXER STATIC PVC 316SS 2" NPT 6-75GPM	017	2	2	0			154.00	308.00	
KST-2 KAMWELD TRIANGULAR SPEED TIP SS FOR 3/16" TYPE I & II PVC	017	1	0	1			162.48	0.00	
							Subtotal	4,398.48	
							Tax	310.93	
							Freight & Handling	43.50	
							Total Due	4,752.91	

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Invoice Number	Invoice Date	Terms
017D3410	05/04/15	NET 30
Order Number	Customer PO Number	
017C7852	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/17/15	SEE INSTRUCTIONS BELOW

000011



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

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MAY 08 2015

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS 978-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
5680002N45 60 GAL TANK DBL CONT NAT HDPE 26"x41" 1.9SG 14" MNWY	017	2	0	2			408.02	0.00	
WRAP-1 WRAP PROTECTIVE PLAST 0-850 GAL	017	2	0	2			42.88	0.00	
LEH6SA-PTC3-XXX PUMP METERING 120GPD 100PSI 115V 50/60HZ MNL GFPP TFE CRMC 3/8"IDx1/2"OD SER E	017	4	4	0			696.80	2,787.20	
=====									
THE BELOW ITEMS WERE ADDED ON BY ALFONZ VIZSOLAY - VM TECH - 04/29/2015.									
<div>POSTED</div>									
WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind. ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.						Subtotal	CONTINUED		
						Tax	CONTINUED		
						Freight & Handling	CONTINUED		
						Total Due	CONTINUED		

CONTINUED

38

Invoice Number	Invoice Date	Terms	NET 30
017D3410	05/04/15	F.O.B.	SHIPPING POINT
Order Number	Customer PO Number		
017C7652	VM TECH INSTALL		
Order Date	Ship Date	Ship Via	
04/24/15	04/17/15	SEE INSTRUCTIONS BELOW	

000011



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to: JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms		Page #	Job No.				
102829	173	CHRG INBOUND & OUTBOUND		2					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
M4189 SWITCH TILT FLT 6.5' PP JACKET LEADWIRE HG FREE EPDM FLT MATL	017	12	0	12			25.18	0.00	
H198127 TESTER 0.1pH/TEMP WTR PROOF PRTBL DUAL LVL LCD DISPLAY	017	1	0	1			68.80	0.00	
288/0-14PH RECORD STRIP CHART 0-14pH 4-20mA DC INPUT PREWIRED	017	1	0	1			1926.65	0.00	
8390-0003 PAPER FOR STRIP CHART RECORDER 70 DIVS	017	1	0	1			14.03	0.00	

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CONTINUED

Subtotal	CONTINUED
Tax	CONTINUED
Freight & Handling	CONTINUED
Total Due	CONTINUED

Invoice Number	Invoice Date	Terms
017D3410	05/04/15	NET 30
Order Number	Customer PO Number	
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/17/15	SEE INSTRUCTIONS BELOW



PLEASE REMIT TO:
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PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
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INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to: JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	3						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
3-2750-2 ELECTRONICS IN-LINE SNSR PBT W/JCT BOX & EASY CAL	017	1	0	1			295.80	0.00	
3-2724-00 ELECTRODE pH FLAT PT1000 DRY LOC	017	1	0	1			194.40	0.00	
MPV8T020F 2" FITTING INSTL TEE PVC	017	1	0	1			96.00	0.00	
3822-7004 4pH BUFFER SOLUTION 1 PT BOTTLE	017	1	0	1			15.00	0.00	
3822-7007 7pH BUFFER SOLUTION 1 PT BOTTLE	017	1	0	1			15.00	0.00	
WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind. ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.									
						Subtotal	CONTINUED		
						Tax	CONTINUED		
						Freight & Handling	CONTINUED		
						Total Due	CONTINUED		

CONTINUED

Invoice Number	Invoice Date	Terms
017D3410	05/04/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7652	VM TECHINSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/17/15	SEE INSTRUCTIONS BELOW

000011



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to: JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	4						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
3822-7010 10pH BUFFER SOLUTION 1 PT BOTTLE	017	1	0	1			15.00	0.00	
5523-0322 CABLE 3 COND PLUS SHIELD 22 AWG BLACK/RED	017	50	0	50			1.80	0.00	
CPS-020 MIXER STATIC PVC 316SS 2" NPT 6-75GPM	017	3	0	3			154.00	0.00	
CPS-020 MIXER STATIC PVC 316SS 2" NPT 6-75GPM	017	2	0	2			154.00	0.00	
WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.							Subtotal	CONTINUED	
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							Freight & Handling	CONTINUED	
							Total Due	CONTINUED	

CONTINUED

Invoice Number	Invoice Date	Terms
017D3410	05/04/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7652	VM TECH/INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/17/15	SEE INSTRUCTIONS BELOW



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000011

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2396 BULVERDE RD STE 105
BULVERDE TX 78183-4672

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

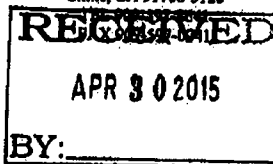
Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	5						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
KST-2 KAMWELD TRIANGULAR SPEED TIP SS FOR 3/16" TYPE I & II PVC	017	1	0	1			152.46	0.00	
<p>WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.</p> <p>ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.</p>									
							Subtotal	2,787.20	
							Tax	256.44	
							Freight & Handling	876.30	
							Total Due	3,919.94	

Invoice Number	Invoice Date	Terms
017D3323	04/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND

000008



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128



INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	1						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
800-020 2" PIPE P/E PVC SCH80	017	350	350	0			1.31	458.50	
806-020 2" 90 ELBOW S PVC SCH80	017	85	85	0			3.54	300.90	
829-020 2" COUPLING S PVC SCH80	017	10	10	0			4.40	44.00	
VXEBV208 2" VALVE BALL TUBV S/T PVC FPM PTFE	017	1	1	0			74.41	74.41	
VXEBV208 2" VALVE BALL TUBV S/T PVC FPM PTFE	017	9	9	0			74.41	669.69	
<div>WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.</div> <div>ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.</div>									
							Subtotal	CONTINUED	
							Tax	CONTINUED	
							Freight & Handling	CONTINUED	
							Total Due	CONTINUED	

CONTINUED

POSTED

Invoice Number	Invoice Date	Terms
017D3323	04/27/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
017C7852	Customer PO Number	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000008

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2385 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	2						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
5680002N45 60 GAL TANK DBL CONT NAT HDPE 28"x41" 1.89G 14" MNWY	017	2	0	2			408.02	0.00	
WRAP-1 WRAP PROTECTIVE PLAST 0-650 GAL	017	2	0	2			42.88	0.00	
3-9900-1 TRANSMITTER MULTI-PARAMETER 4-20mA OUTPUT FLD MT DIAL-TYPE BACKLIT DISPLAY PIPE SIZE->. PIPE MATERIAL&SCHED->. MAX FLOW RATE->. UNIT OF MEASURE->. SENSOR TYPE->. SCALE RANGE->.	017	2	2	0			340.80	681.60	
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					CONTINUED				
					Tax				
					CONTINUED				
					Freight & Handling				
					CONTINUED				
					Total Due				
					CONTINUED				

CONTINUED

Invoice Number	Invoice Date	Terms
Q17D3323	04/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND



PLEASE REMIT TO:
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14480 Yorba Ave
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TEL 909-597-8641
FAX 909-597-0741

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INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VIZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	3						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
3-8050 KIT UNIV ADPT	017	2	2	0			42.24	84.48	
3-2724-00 ELECTRODE pH FLAT PT1000 DRY LOC	017	2	2	0			194.40	388.80	
3-2750-3 ELECTRONICS SUBMRS SNSR PBT W/15' CBL 3/4"NPT	017	2	2	0			255.00	510.00	
836-020 2" ADAPTER MPTxS PVC SCH80	017	12	12	0			9.72	116.64	
829-251 2"x1-1/2" COUPLING RDCR S PVC SCH80	017	10	10	0			7.67	76.70	
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					Tax				
					CONTINUED				
					Freight & Handling				
					CONTINUED				
					Total Due				
					CONTINUED				

CONTINUED

Invoice Number	Invoice Date	Terms
017D3323	04/27/15	NET 30
Order Number	F.O.B. SHIPPING POINT	
017C7652	Customer PO Number	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND



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INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2395 BULVERDE RD STE 105
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms		Page #	Job No.				
102829	173	CHRG INBOUND & OUTBOUND		5					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
1070020 2" VALVE BALL CMPCT S PVC EPDM PTFE	017	4	4	0			55.17	220.68	
1070010 1" VALVE BALL CMPCT S PVC EPDM PTFE	017	6	6	0			17.20	103.20	
711QG SOLVENT CEMENT PVC QT GRY LOW VOC HEAVY BODIED MED SET MC/AC	017	4	4	0			20.05	80.20	
P70QC PRIMER QT CLR FOR PVC CPVC LOW VOC MC/AC	017	4	4	0			17.83	71.32	
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							Freight & Handling	CONTINUED	
							Total Due	CONTINUED	

CONTINUED

Invoice Number	Invoice Date	Terms
017D3323	04/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND



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14480 Yorba Ave
Chino, CA 91708-5128
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FAX 909-597-0741

000008

INVOICE

Bill to: DEAN BALDWIN PAINTING LP
2385 BULVERDE RD STE 105
BULVERDE TX 78183-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.					
102829	173	CHRG INBOUND & OUTBOUND	6						
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
400-020BE 2" PIPE B/E PVC SCH40	017	300	300	0			0.76	228.00	
406-020 2" 90 ELBOW S PVC SCH40	017	20	20	0			1.73	34.60	
429-020 2" COUPLING S PVC SCH40	017	5	5	0			1.03	5.15	
DB2911 1-1/2" PUMP DIAPH HUSKY 1690 PP PTFE PP/SEATS AL CTR	017	2	2	0			2168.10	4,336.20	
BFA1020CES 2" ADAPTER TANK SxT PVC EPDM	017	3	3	0			24.12	72.36	
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							Freight & Handling	CONTINUED	
							Total Due	CONTINUED	

CONTINUED

Invoice Number	Invoice Date	Terms
017D3323	04/27/15	NET 30
Order Number	Customer PO Number	
017C7652	VM TECH INSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND



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BULVERDE TX 78163-4572

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c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms		Page #	Job No.				
102829	173	CHRG INBOUND & OUTBOUND		7					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount	
BFA1020CES 2" ADAPTER TANK 6xT PVC EPDM	017	3	3	0			24.12	72.36	
BFA1015CES 1-1/2" ADAPTER TANK 6xT PVC EPDM	017	4	4	0			16.18	64.72	
854-015 1-1/2" FLANGE W/S S PVC PLAST RING 150PSI SCH80	017	8	8	0			7.15	57.20	
154EP-015-125-I 1-1/2" GASKET FF FLG EPDM 1/8" THK 150#	017	4	4	0			0.80	3.20	
15400015HH-I BOLT PKG A307B ZINC BOLT & NUT SET W/F436 ZINC WASHER FOR	017	4	4	0			5.60	22.40	
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							Freight & Handling	CONTINUED	
							Total Due	CONTINUED	

CONTINUED

Invoice Number	Invoice Date	Terms
017D3323	04/27/15	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
017C7652	VM TECHINSTALL	
Order Date	Ship Date	Ship Via
04/24/15	04/24/15	UPS GROUND



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INVOICE

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2395 BULVERDE RD STE 106
BULVERDE TX 78163-4572

Ship to:

JIM BURRESS/575-347-4168
DEAN BALDWIN PAINTING
c/o VM TECH/ALFONZ VISZOLAY
82 EARL CUMMINGS LOOP WEST
ROSWELL, NM 88203

Customer No.	Territory	Freight Terms	Page #	Job No.				
102829	173	CHRG INBOUND & OUTBOUND	8					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
1-1/4"-1-1/2" PVC FLANGE								
8097-020	017	4	4	0			16.92	67.68
2" UNION S PVC EPDM SCH80								
2000 IND								
806-015	017	10	10	0			3.08	30.80
1-1/2" 90 ELBOW S PVC SCH80								
LEH6SA-PTC3-XXX	017	4	0	4			698.80	0.00
PUMP METERING 120GPD 100PSI								
115V 50/60HZ MNL GFPP TFE CRMC								
3/8"IDx1/2"OD SER E								
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ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.							Tax	659.85
							Freight & Handling	178.04
							Total Due	10,085.93

Product Description	Quantity	Unit	First Bid		
			Price	U/M	Total
2" Pipe P/E PVC SCH80	430	ft	1.31	430	563.3
2" 90 Elbow S PVC SCH80	91	ea	3.54	6	21.24
2" Coupling S PVC SCH80	10	ea	4.4	10	44
2" Valve Ball TUBV S/T PVC FPM PTFE	10	ea	74.41	1	74.41
60 gal Tank DBL CONT NAT HDPE 26"x41" 1.9SG 14" MNWY	2	ea	406.02	2	812.04
Wrap Protective Plast 0-850 Gal	2	ea	42.88	2	85.76
Transmitter Multi-Parameter Backlit Display Pipe Material & Sched-> Unit Of Measure-> Scale Range->	2	ea	340.8	0	0
KIT UNIV ADPT	2	ea	42.24	2	84.48
Electrode pH FLAT PT1000 Dry LOC	2	ea	194.4	2	388.8
Electronics SUBMRS SNSR PBT W/15' CBL 3/4" NPT	2	ea	255	12	510
2" Adapter MPTXS PVC SCH80	12	ea	9.72	12	116.64
2"x1-1/2" Coupling RDGR S PVC SCH80	10	ea	7.67	10	76.7
1-1/12 Adapter MPTXS PVC SCH80	10	ea	6.72	10	67.2
1" 90 Elbow S PVC SCH80	20	ea	2.04	20	40.8
1" TEE S PVC SCH80	10	ea	3.67	10	36.7
2" TEE S PVC SCH80	27	ea	12.59	27	339.93
2" Valve Ball CMPCT S PVC	5	ea	38.7	1	38.7
1" VALVE BALL CMPCT S PVC	6	ea	17.2	6	103.2
Solvent Cement PVC QT GRV Low VOC Heavy Bodied MED SET MC/AC	6	ea	20.05	4	80.2
Primer QT CLR FOR PVC CPVC LOW VOC MC/AC	4	ea	17.83	4	71.32
2" Pipe B/E PVC SCH40	300	ft	0.76	300	228
2" 90 Elbow S PVC SCH40	20	ea	1.73	20	34.6
2" Coupling S PVC SCH40	5	ea	10.93	5	54.65
1-1/2" Pump DIAPH Husky 1590 PP PTFE PP/SEATS AL CTR	2	ea	2168.1	2	4336.2
2" Adapter Tank SxT PVC EPDM	6	ea	24.12	3	72.36
1-1/2" Adapter Tank SxT PVC EPDM	4	ea	19.18	4	76.72
1-1/2" FLANGE V/S S PVC PLAST Ring 150PSI SCH80	8	ea	7.15	8	57.2
1-1/2" Gasket FF FLG EPDM 1/8" THK 150#	4	ea	0.8	4	3.2
Bolt Pkg A307B Zinc Bolt & Nut Set W/F436 Zinc Washer For 1-1/4" - 1-1/2" PVC FLANGE	10	ea	5.6	4	22.4
2" Union S PVC EPDM SCH80 2000 IND	12	ea	16.92	12	203.04

1-1/2" 90 Elbow S PVC SCH80	10	ea	3.08	10	30.8
Pump Metering 120GPD 100PSI 115V 50/60HZ MNL GFPP TFE CRMC 3/8"					
IDx1/2" OD SER E	4	ea	696.8	4	2787.2
Switch Tilt FLT 6.5' PP Jacket	12	ea	25.48	12	302.16
Tester 0.1ph/TEMP WTR Proof	1	ea	68.8	1	68.8
Record Strip Chart 0-14ph	1	ea	1926.65	1	1926.65
Paper For Strip CHART RECORDER	1	ea	14.03	1	14.03
Electronics IN-LINE SNSR PBT	1	ea	295.8	1	295.8
Electrode pH FLAT PT 1000 DRY LOC	1	ea	194.4	1	194.4
2" Fitting INSTL TEE PVC	1	ea	96	1	96
4PH BUFFER Solution 1 PT Bottle	1	ea	15	1	15
7ph BUFFER Solution 1 PT Bottle	1	ea	15	1	15
10ph BUFFER Solution 1 PT Bottle	1	ea	15	1	15
CABLE 3 COND PLUS SHIELD	50	ft	1.8	50	90
Mixer STATIC PVC 316SS 2" NPT	5	ea	154	3	462
KAMWELD Triangular Speed Tip SS For 3/16" Type I & II PVC	1	ea	152.46	1	152.46
1" Pump DIAPH Husky 1050 PP PTFE Balls CTR FLG	1	ea	598.2	1	598.2
2" Pump DIAPH Husky 2150 PP PTFE AL	2	ea	310.96	2	621.96
KOP Kit GFPP TFE CRMC 3/8" ID 1/2" OD for PULSATRON Pump	4	ea	85.76	4	343.04
6" Valve ASSY INJ Back Press PVC/MT/CRMC 1/2"	4	ea	45.16	4	180.64
2"x1-1/2" Bushing SPIGAS PVC SCH80	8	ea	5.04	8	40.32
2" FLANGE V/S S PVC Plast Ring 150PSI SCH80	6	ea	9.52	6	57.12
Bolt Pkg A307B Zinc Bolt & Nut Set W/F436 Zinc Washer for 2" PVC FLANGE	6	ea	7.2	6	43.2
1" FLANGE V/S S PVC Plast Ring 150PSI SCH80	6	ea	6.8	6	40.8
1/2" 90 Elbow S PVC SCH80	31	ea	14.04	31	32.24
1/2" VALVE BALL CMPCT S PVC	6	ea	12.9	6	77.4
1/2" Adapter MPTXS PVC SCH80	14	ea	1.78	14	24.78
1/2" Coupling S PVC SCH80	10	ea	1.89	10	18.9
1/2" Pipe P/E PVC SCH80	100	ea	0.32	100	32
1/2"x1/4" Bushing SPIGAS PVC SCH80	2	ea	1.67	2	3.34
2" Valve Spring Check SLIP PVC EPDM 1/2lb SPRG	2	ea	38.31	2	76.62
AD100; 1" Porous Plastic Diffuser Tube; 4' length	12	ea	112.5	12	1350
2" CAP S PVC SCH80	2	ea	8.24	2	16.48
2"x1" Bushing SPIGAS PVC SCH80	12	ea	5.31	12	63.72
1" CAP S PVC SCH80	12	ea	3.46	12	41.52
Adhesive 2-Comp QT WHT for PVC CPVC Low VOC PC/SC	2	ea	29.7	2	59.4
Primer QT PURP FOR PVC CPVC	2	ea	16.04	2	32.08

Second Bid-Graininger			Third Bid-McMaster-Carr		
Price	U/M	Total	Price	U/M	Total
28.6	36	1029.6	25.25	43	1085.75
5.53	91	503.23	4.27	91	388.57
7.13	10	71.3	5.3	10	53
87.2	10	872	28.45	10	284.5
717	2	1434			0
		0			0
		0			0
		0			0
15.1	12	181.2	11.32	12	135.84
		0	8.93	10	89.3
10.71	10	107.1	7.82	10	78.2
3.51	20	70.2	2.47	20	49.4
5.65	10	56.5	4.42	10	44.2
19.18	27	517.86	13.32	27	359.64
33.5	5	167.5	28.45	5	142.25
13.07	6	78.42	11.13	6	66.78
6.84	6	41.04	18	6	108
6.25	4	25	11.45	8	91.6
28.6	25	715			0
2.15	20	43	1.82	5	9.1
1.3	5	6.5	1.09	5	5.45
3068	2	6136	2130.3	2	4260.6
26.6	6	159.6			0
26.6	4	106.4			0
11.55	8	92.4			0
7.2	4	28.8			0
		0	3.53	10	35.3
26.55	12	318.6			0

4.56	10	45.6			0
1275	4	5100	780.23	4	3120.92
		0			0
		0			0
15.86	1	15.86			0
37.55	1	37.55			0
		0			0
		0			0
2.81	1	2.81			0
30.15	1	30.15	12	1	12
30.15	1	30.15	12	1	12
31.4	1	31.4	12	1	12
153.9	50	7695			0
319.25	5	1596.25			0
		0			0
1322	1	1322			0
2564	2	5128			0
		0			0
		0			0
8.41	8	67.28			0
15.13	6	90.78			0
		0			0
10.96	6	65.76			0
1.77	31	54.87	1.2	31	37.2
8.14	6	48.84	6.9	6	41.4
3.28	14	45.92	2.44	14	34.16
2.77	10	27.7	2.17	10	21.7
6.96	100	696	2.17	2	4.34
1.53	2	3.06	2.17	2	4.34
190.25	2	380.5	22.92	2	45.84
		0			0
14.91	2	29.82	9.45	2	18.9
8.57	12	102.84	5.87	12	70.44
3.87	12	46.44	3.96	2	7.92
		0			0
5.82	2	11.64			0

Cynon Martinez

From: Louton, Christopher <Christopher.Louton@grainger.com>
Sent: Thursday, October 08, 2015 12:11 PM
To: cynonm@deanbaldwinpainting.com
Subject: Cross Reference
Attachments: DEAN BALDWIN PAINTING INC_20150929111250541 (1).xls

Cynon,

Attached is the finished cross referenced project. We came up with Grainger part numbers for about 90% of the items. There are also prices on the spreadsheet for those items. To place an order for those items give us a call at 18004724643.

Thank you,
Chris Louton

XSort	Detailed Item Description	Your Price(\$)	Uom Qty	TOTAL
1	2" Pipe P/E PVC SCH80	28.60	36	\$ 1,029.60
2	2" 90 Elbow S PVC SCH80	5.53	91	\$ 503.23
3	2" Coupling S PVC SCH80	7.13	10	\$ 71.30
4	2" Valve Ball TUBV S/T PVC FPM PTFE	87.20	10	\$ 872.00
5	60 gal Tank DBL CONT NAT HDPE 26"x41" 1.9SG 14" MNWY	717.00	2	\$ 1,434.00
6	Wrap Protective Plast 0-850 Gal		2	\$ -
7	Transmitter Multi-Parameter 4-20 OUTPUT FLD MT Dial Type BackLit Display Pipe Size- > Pipe Material & Sched-> Max Flow Rate-> Unit Of Measure-> Sensor Type-> Scale Range->		2	\$ -
8	KIT UNIV ADPT		2	\$ -
9	Electrode pH FLAT PT1000 Dry LOC		2	\$ -
10	Electronics SUBMRS SNSR PBT W/15' CBL 3/4" NPT		2	\$ -
11	2" Adapter MPTxS PVC SCH80	15.10	12	\$ 181.20
12	1-1/2" Adapter MPTxS PVC SCH80	10.71	10	\$ 107.10
13	1" 90 Elbow S PVC SCH80	3.51	20	\$ 70.20
14	1" TEE S PVC SCH80	5.65	10	\$ 56.50
15	2" TEE S PVC SCH80	19.18	27	\$ 517.86
16	2" Valve Ball CMPCT S PVC EPDM PTFE	33.50	5	\$ 167.50
17	1" VALVE BALL CMPCT S PVC EPDM PTFE	13.07	6	\$ 78.42
18	Solvent Cement PVC QT GRY Low VOC Heavy Bodied MED SET MC/AC	6.84	6	\$ 41.04
19	Primer QT CLR FOR PVC CPVC LOW VOC MC/AC	6.25	4	\$ 25.00
20	2" Pipe B/E PVC SCH40	28.60	25	\$ 715.00
21	2" 90 Elbow S PVC SCH40	2.15	20	\$ 43.00
22	2" Coupling S PVC SCH40	1.30	5	\$ 6.50
23	1-1/2" Pump DIAPH Husky 1590 PP PTFE PP/SEATS AL CTR	3068.00	2	\$ 6,136.00
24	2" Adapter Tank SxT PVC EPDM	26.60	6	\$ 159.60
25	1-1/2" Adapter Tank SxT PVC EPDM	26.60	4	\$ 106.40
26	1-1/2" FLANGE V/S S PVC PLAST Ring 150PSI SCH80	11.55	8	\$ 92.40
27	1-1/2" Gasket FF FLG EPDM 1/8" THK 150#	7.20	4	\$ 28.80
28	Bolt Pkg A307B Zinc Bolt & Nut Set W/F436 Zinc Washer For 1-1/4" - 1-1/2" PVC FLANGE		10	\$ -
29	2" Union S PVC EPDM SCH80 2000 IND	26.65	12	\$ 319.80

30	1-1/2" 90 Elbow S PVC SCH80	4.56	10	\$	45.60
31	Pump Metering 120GPD 100PSI 115V 50/60HZ MNL GFPP TFE CRMC 3/8" IDx1/2" OD SER E	1275.00	4	\$	5,100.00
32	Switch Tilt FLT 6.5' PP Jacket Leadwire HG EPDM FLT MATL		12	\$	-
33	Tester 0.1pH/TEMP WTR Proof PRTBL Dual LVL LCD Display		1	\$	-
34	Record Strip Chart 0-14pH 4-20mA DC Input PREWIRED	15.86	1	\$	15.86
35	Paper For Strip CHART RECORDER 70 DIVS	37.55	1	\$	37.55
36	Electronics IN-LINE SNSR PBT W/JCT Box & Easy CAL		1	\$	-
37	Electrode pH FLAT PT 1000 DRY LOC		1	\$	-
38	2" Fitting INSTL TEE PVC	2.81	1	\$	2.81
39	4pH BUFFER Solution 1 PT Bottle	30.15	1	\$	30.15
40	7pH BUFFER Solution 1 PT Bottle	30.15	1	\$	30.15
41	10pH BUFFER Solution 1 PT Bottle	31.40	1	\$	31.40
42	CABLE 3 COND PLUS SHIELD 22 AWG Black/Red	153.90	50	\$	7,695.00
43	Mixer STATIC PVC 316SS 2" NPT 6- 75GPM	319.25	5	\$	1,596.25
44	KAMWELD Triangular Speed Tip SS For 3/16" Type I & II PVC		1	\$	-
45	1" Pump DIAPH Husky 1050 PP PTFE Balls CTR FLG	1322.00	1	\$	1,322.00
46	2" Pump DIAPH Husky 2150 PP PTFE AL	2564.00	2	\$	5,128.00
47	KOP Kit GFPP TFE CRMC 3/8" ID 1/2" OD for PULSATRON Pump		4	\$	-
48	6" Valve ASSY INJ Back Press PVC/VIT/CRMC 1/2"		4	\$	-
49	2"x1-1/2" Bushing SPIGxS PVC SCH80	8.41	8	\$	67.28
50	2" FLANGE V/S S PVC Plast Ring 150PSI SCH80	15.13	6	\$	90.78
51	Bolt Pkg A307B Zinc Bolt & Nut Set W/F436 Zinc Washer for 2" PVC FLANGE		6	\$	-
52	1" FLANGE V/S S PVC Plast Ring 150PSI SCH80	10.96	6	\$	65.76
53	1/2" 90 Elbow S PVC SCH80	1.77	31	\$	54.87
54	1/2" VALVE BALL CMPCT S PVC EPDM PTFE	8.14	6	\$	48.84
55	1/2" Adapter MPTxS PVC SCH80	3.28	14	\$	45.92
56	1/2" Coupling S PVC SCH80	2.77	10	\$	27.70
57	1/2" Pipe P/E PVC SCH80	6.96	100	\$	696.00
58	1/2"x1/4" Bushing SPIGxS PVC SCH80	1.53	2	\$	3.06

59	2" Valve Spring Check SLIP PVC EPDM 1/2lb SPRG	190.25	2	\$	380.50
60	AD100; 1" Porous Plastic Diffuser Tube; 4' length		12	\$	-
61	2" CAP S PVC SCH80	14.91	2	\$	29.82
62	2"x1" Bushing SPIGxS PVC SCH80	8.57	12	\$	102.84
63	1" CAP S PVC SCH80	3.87	12	\$	46.44
64	Adhesive 2-Comp QT WHT for PVC CPVC Low VOC PC/SC		2	\$	-
65	Primer QT PURP FOR PVC CPVC LOW VOC MC/AC	5.82	2	\$	11.64
				\$	35,468.67

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 16.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-01 - Request approval of Resolution 16-01 that mandates the cleanup of approximately seventeen (17) separate properties within the City.

BACKGROUND:

At present, no more efficient means is available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-01.

Attachments

Resolution 16-01 Weeds

Resolution 16-01 Exhibit A

CITY OF ROSWELL
RESOLUTION NO. 16-01

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 14th day of January 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

806 N. Pennsylvania Ave. West Side Block 55 Lot 4 Fusion Group, LLC 3257 N. Sycamore Ave. Roswell, NM 88201	Military Heights Drive Khorsand-NMMI Foundation Summary Plat Tract B N.M.M.I. Foundation 101 W. College Blvd. Roswell, NM 88201
1812 W. 3 rd St. Lincoln Place Annex Block 3 Lot 6 W17.8' and Lot 7 E47.2' Michael Bryce Guerrero 1812 W. 3 rd St. Roswell, NM 88201	Military Heights Drive Military Heights Com Prop Unit 2 Block 2 Lot 6 N.M.M.I 101 W. College Blvd. Roswell, NM 88201
1203 N. Michigan Ave. 32-10-24 NE4NW4 W182.2' E408' N50' S370' Virginia Valencia 709 Poplar St. Farmington, NM 87401	Approximately 3000 Block N. Kentucky Ave. Berrendo Irrigated Farms Block 20 Lot 8 N 636.54' W 667.36' Tierra Realty Trust, LLC P.O. Box 8270 Santa Fe, NM 87504
1203 N. Kansas Ave. Arroyo Amend Block 2 Lot 9 Lydia Flores 1316 Madera Dr. Great Falls, MT 59404	3900 N. Main St. Berrendo Irrigated Farms Block 17 Lot 8 S 132' N 944' E 330' Marley Ranches, Ltd. P.O. Box 1658 Roswell, NM 88202-1658
1805 N. Lea Ave. Baumgartners Redivision Block 1 Lot 16 Simpson Newman IV 312 S. Lea Ave. Roswell, NM 88203 Simpson Newman IV c/o Susan D. Mc Clure P.O. Box 4494 Roswell, NM 88202-4494	Area South of 4311 N. Main St. Blue Mountain Junction Center Lot 4 Blue MJ, LLC 6211 San Mateo NE, Suite 130 Albuquerque, NM 87109
1606 N. Michigan Ave. Lawrence & Hodges Block 5 Lot 8 Miguel Gonzales; Sandra Gonzales 603 Largo Dr. Roswell, NM 88203	517 W. College Blvd. Mountain View Block 3 Lot 8 Esperanza Developmental Services LLC P.O. Box 1536 Roswell, NM 88202-1536

1507 Pontiac Dr. Schnedars Block 3 Lot 14 Growing Investment Properties, LLC 13170 Central Ave. SE, # B 119 Albuquerque, NM 87123	2902 S. Emerald Dr. South Plains Park Replat Block 3A Lot 16 Lueras, Max L. P.O. Box 2522 Roswell, NM 88202
1512 S. Mulberry Ave. Mc Lemores Block 0 Lot7 Randle, J. T. 3703 Zinnia Rd. Roswell, NM 88201-9522	1514 S. Mulberry Ave. Mc Lemores Block 0 Lot 8 Randle, J. T. 3703 Zinnia Rd. Roswell, NM 88201-9522
322 E. Bonney St. Keiths Southside Block 6 Lot 8 Tate, James Edward 18015 8th Ave., NW Shoreline, WA 98177	

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 17.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-02 - Request approval of Resolution 16-02 that requires the removal or demolition of six (6) dilapidated structures.

BACKGROUND:

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost of removal.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-02.

Attachments

Resolution 16-02 Condemnations

Resolution 16-02 Exhibit A

CITY OF ROSWELL
RESOLUTION NO.16-02

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing

person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 14th day of January 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Location	Condition	Name
1805 Cambridge Ave. Johnson & Allison Redivision Block 1 Victoria Heights Block B Lot 15	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Ralph L. Young Sr. 601 W. Church St. Roswell, NM 88203
1805 N. Lea Ave. Baumgartners Redivision Block 1 Lot 16	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Simon Newman IV 312 S. Lea Ave. Roswell, NM 88203
1705 N. Maryland Ave. Military Heights Block 44 Amend Lot 44 N 50' S 179.88' W 126.98' E 2	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Rogelio Lerma Serna 1705 N. Maryland Ave. Roswell, NM 88201
511 W. 7 th St. West Side Block 24 Lot 8 W 106.66' and Lot 9 W 106.66' and Lot 10 W 106.66' S 40'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Manuel Medrano; Yoli Medrano 511 W. 7 th St. Roswell, NM 88201
414 E. 3rd St. Lea Lot 88	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Perkins, Delene 414 E. 3rd St. Roswell, NM 88201
418 E. 4th St. Lea Lot 37	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Baca, Irene C. 700 S. Plaza Dr. Roswell, NM 88203

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 18.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Request of funding of Lodgers' Tax for the New Mexico Senior Olympics Annual Summer Games in the amount of up \$77,000.00 on a reimbursement basis at 50% of eligible expenses per a contract between the City of Roswell and New Mexico Senior Olympics.

BACKGROUND:

The New Mexico Senior Olympics Annual Summer Games has been funded since 2013. The event is scheduled for July 13 -16, 2016. The Senior Olympic Games hosts 1200+ older adult athletes competing in over 26 events. With spouses, family members, friends and spectators an estimated 2,500 to 3,000 people will attend. The locations of the event will include NMML, Wool Bowl, ENMU-R, Convention Center and Center City Lanes among others. This event has been funded by the City of Roswell for three (3) years. The event has been funded as a reimbursement of funds at 50% of eligible expenses with a written contract between the event and the City of Roswell. In 2015 funding in the amount of \$78,750.00 was awarded, \$72,969.66 was reimbursed.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Fund

- Contracted Special Events
 - New Mexico Senior Olympics Annual Summer Games –Not budgeted.

The awarded amount would have to be provided for as a budget amendment for FY2016.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval as presented unanimously at their January 7, 2016 meeting.

STAFF RECOMMENDATION:

City Council consideration to approve the New Mexico Senior Olympics Annual Summer Games funding up to \$77,000.00 of eligible expenses on a reimbursement basis at 50% with a signed contract between the New Mexico Senior Olympics and the City of Roswell.

Attachments

Senior Olympics



CITY OF ROSWELL –LARGE/CONTRACT EVENT LODGERS' TAX FUNDS – APPLICATION

NAME OF EVENT:	New Mexico Senior Olympics Annual Summer State Games
DATE(S) OF EVENT:	July 13 - 16, 2016 (presentation required 90 days prior to event)
NAME OF ORGANIZATION APPLYING FOR FUNDING:	New Mexico Senior Olympics, Inc.

DESCRIBE EVENT:	State Senior Olympic Games for 1,200+ older adults competing in over 26 events. With spouses, other family members, friends and spectators - we estimate 2,500 to 3,000 people will attend.
LOCATION OF EVENT:	Roswell, NM (NMMI, Wool Bowl, ENMU-R, Civic Center, Center City Lanes, etc.)
HOW WILL YOU ADVERTISE AND MARKET THE EVENT?	Radio, TV, newspaper and billboard advertisements, as well as flyers mailed to athletes and 29 counties state wide
HOW WILL ATTENDANCE AND ORIGIN BE MEASURED?	Registration, athlete surveys processed by our headquarters
ESTIMATED TOTAL # OF ATTENDEES:	1,200 athletes
EST. # ATTENDEES FROM OUTSIDE CHAVES CO.:	1,050
HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A ROSWELL LODGING FACILITY?	Yes. We have contacted local hotels for a special lodging price, as well as lodging at ENMU-R.
WHAT PERCENTAGE OF YOUR MARKETING BUDGET WILL BE USED OUTSIDE OF ROSWELL?	85%
WILL YOU HAVE A WEBSITE FOR YOUR EVENT?	Yes
EVENT WEBSITE (if applicable):	www.nmseniorolympics.org

LIST FULL AMOUNT OF MARKETING/ADVERTISING AND OTHER ELIGIBLE EXPENSES ON PAGE 2.

BY DEFAULT FUNDING IS PROCESSED ON A REIMBURSEMENT BASIS AT 50% OF ELIGIBLE EXPENSES UP TO THE AMOUNT APPROVED (a one-to-one match).

FUNDING REQUESTED AS: ☒ REIMBURSEMENT ☐ ESTIMATED ADVANCED

REQUESTED FUNDING OF: ☒ 50% ☐ 100% OF ELIGIBLE EXPENSES

THIS REQUEST will require a signed contract with the City of Roswell,

"Large/Contract Event Information & Procedures" policy and/or contract specifications must be followed for receiving funds

Requested Funding will be based on the Total Eligible Expenses listed on Page 2

AMOUNT REQUESTED \$ 77,000.00

IF YOU ARE REQUESTING SPONSORSHIP, PERSONNEL OR EQUIPMENT FROM ANY CITY DEPARTMENT - COMPLETE ON PAGE 3.

RULES AND REGULATIONS

I UNDERSTAND THAT THESE ARE PUBLIC FUNDS AND THEY ARE TO BE ADMINISTERED ACCORDING TO STATE LAW AND CITY ORDINANCES, AND I AGREE TO SUBMIT A FOLLOW UP REPORT WITH A FINANCIAL STATEMENT WITHIN ONE HUNDRED TWENTY (120) DAYS FOLLOWING THE EVENT OR I MAY FORFEIT THE FUNDS AS WELL AS ELIGIBILITY FOR FUTURE FUNDING. I AGREE TO USE THE CITY LOGO AND/OR "PAID IN PART BY THE CITY OF ROSWELL LODGERS' TAX" ON ALL ADVERTISING, VERBAL OR WRITTEN. I UNDERSTAND THAT THIS APPLICATION CONSTITUTES A CONTRACT BETWEEN THE CITY OF ROSWELL AND THE ORGANIZATION TO RECEIVE THE FUNDS, SHOULD THE FUNDS BE APPROVED BY THE OCCUPANCY TAX ADVISORY BOARD AND THE CITY OF ROSWELL GOVERNING BODY. I UNDERSTAND FUNDING MAY BE DENIED OR THAT APPROVED FUNDING AMOUNTS MAY DIFFER FROM THE AMOUNT REQUESTED ON THE APPLICATION. I ALSO UNDERSTAND THAT THE DISBURSEMENT OF FUNDS WILL BE PROCESSED AS APPROVED BY THE CITY COUNCIL.

NAME (PRINT) OF APPLICANT MAKING REQUEST:	Cecilia Acosta, Executive Director		
SIGNATURE OF APPLICANT:	<i>Cecilia Acosta</i>		
(SEND CHECK TO) ADDRESS / CITY / STATE / ZIP:	P.O. Box 2690, Roswell, NM 88202		
PHONE:	575-623-5777	CELL:	575-642-6048
E-MAIL:	cacosta@nmseniorolympics.org		
DATE SUBMITTED:	DEC - 9 2015	90 DAYS?	Y N
TO BE PRESENTED AT MEETING ON:	12-15-15		

➤ ATTACH TOTAL PROPOSED BUDGET FOR EVENT ALONG WITH A DETAILED ADVERTISING/MARKETING BUDGET.

➤ PLEASE FEEL FREE TO ADD ADDITIONAL PAGES, SAMPLES OF ADS OR BROCHURE ARTWORK.

➤ PLEASE PROVIDE ORIGINAL APPLICATION PLUS (+) 5 COPIES OF APPLICATION, ADDITIONAL PAGES AND /OR SAMPLES

➤ MAIL OR DELIVER TO CITY OF ROSWELL, c/o Lodger Tax Grant Request, 425 N RICHARDSON, (P O BOX 1838), ROSWELL, NM 88202-1838

* SEE MEETING SCHEDULE FOR APPLICATION DUE DATES. (These are "Received by" dates, not postmarked dates.) Revised Dec 3, 2015



New Mexico Senior Olympics, Inc.

P.O. Box 2690 • Roswell, NM 88202-2690
1-888-623-NMSO (6676) • (575) 623-5777 • Fax: (575) 622-9244
E-mail: nmso@nmseniorolympics.org • www.nmseniorolympics.org

December 8, 2015

City of Roswell
Steve Polasek, City Manager
P O Box 1838
Roswell NM 88201

Dear Finance Committee Members:

New Mexico Senior Olympics Inc. thanks the City of Roswell for your financial support of the State Senior Olympics Summer Games.

Attached is our application and request for 2016 as we expect two thousand persons to come to Roswell July 13-16th to attend the Games. The State Games in Roswell are promoted as the qualifying games for New Mexico athletes to advance to Nationals.

The lodger's tax funding has been a tremendous help to promote and advertise the games statewide. We know the economic impact the Senior Games bring to Roswell is a win for all of Roswell.

Your consideration to our request is greatly appreciated. Please call our office in the event you have any questions 623-5777.

Sincerely,


Cecilia J. Acosta,
Executive Director



New Mexico Senior Olympics, Inc.

P.O. Box 2690 • Roswell, NM 88202-2690

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Senior Olympics Annual Summer State Games

New Mexico Senior Olympics Inc., is the event producer of the largest multi-sporting event in the State of New Mexico for active older adults.

The mission of the NMSO organization is to motivate seniors 50+ to be involved in regular exercise for improved health and fitness. NMSO is dedicated to promoting healthy lifestyles for all seniors through education, fitness and sporting events.

Cecilia J. Acosta
Executive Director

Chair
Lori Ann Keith

Vice Chair
Dick Griffith

Secretary
Dorothy Terrazas

Treasurer
Vernon Dyer

Board of Directors

Steve Duran

Robert Klass

Joe Quintana

Jim Ruark

Pete Salazar

Dorie Sandoval

Ernesto Ramos
Board Emeritus

Athletes from New Mexico will be qualifying at local games in their area to advance to the 2016 Senior Olympics Summer State Games in 26 different individual sports.

Senior Olympics State Games Event Facts:

- The 38th Annual State Games will be held July 13-16, 2016.
- Games will attract 1200+ registered seniors 50 years and older and spectators (2500-3000 total) for four days to Roswell.
- Competition is held in 28 different sports. Age divisions for both men and women 50-54; 55-59; 60-64; 65-69;..... 90-94.
- Sports offered are Archery, Air Gun, Badminton, Basketball, Bowling, Cycling, Talent/Dance, Billiards, Track/Field, Horseshoes, Golf, Racewalk, Racquetball, and Recreation events, Shuffleboard, Swimming, Tennis, Table Tennis and Talent.
- Sport Coordinators volunteers manage the various tournaments.
- Participants have qualified at Local/County Games to attend State.
- City economic boost is vital 400+ hotel nights; meals for five days; fuel; shopping and recreation for over 2500 visitors.
- Game Sponsors include City of Roswell, United Healthcare, Lovelace, Sonic, Chaves Co. R S V P and N M Aging and Long Term Services.
- The State Games are being held in Roswell for the fourth consecutive year.
- The NMSO official headquarters is located in Roswell at 1600 SE Main.
- Sport venues are located throughout the City of Roswell and NMML.
- Games will utilize 400 community dedicated volunteers.
- Visit our website at www.nmseniorolympics.org for Event Schedule
- Games will include an Opening Ceremony Wednesday, July 13th at 7:00 p.m. in downtown Roswell. Open to Spectators.
- Athletes qualify in 18 sports to advance to the National Senior Games planned for Birmingham Alabama in 2017.
- NMSO Executive Director Cecilia Acosta has been associated with the games 26 years.

"You don't stop playing because you grow old, you grow old because you stop playing."

[illegible]

Please see attached budget.

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT –OF-TOWN AMOUNT	Out-of-Town %
NEWSPAPER			
MAGAZINE			
RADIO			
TELEVISION			
INTERNET			
PRINTING (brochures, posters, cards)			
MAILING	XXXXXXXXXXXXXXXXXXXXX		
T-SHIRTS (or other marketing items)			
SECURITY		XXXXXXXXXXXXXXXXXXXXXXX	
CLEAN UP (Sanitation)		XXXXXXXXXXXXXXXXXXXXXXX	
OTHER:			
SUB TOTALS			

TOTAL ELIGIBLE EXPENSES: \$ _____ (50% = \$ _____)
list the amount requested on page 1.



Senior Olympics Annual Summer State Games 2016 Marketing Budget

Qualifying Games for New Mexico Athletes – July 13-16th (Roswell)

Marketing Project BUDGET – MEDIA includes all eligible costs.

MEDIA

- Game Registration Booklet – printing/mailing \$ 5,500.00
3000 printed 8 ½ x 11 30 pages
- Poster – printing/mailing/postage \$ 750.00
#600 printed size 12 X 18 colored
Local(100) and Out of Town (500)
- Result booklet/Game records \$ 500.00
- Events- Special Events - \$22,000.00
 - Game Shirts Volunteer shirts
 - Security Golden Athlete recognition
 - Sponsor plaques Sanitation
 - Entertainer Portables
 - Parking permits Medical/EMT
 - DJ service- social Lifeguard
- Radio Advertisement
 - A. Radio advertisement - Roswell \$ 3,000.00
 - B. Out of Town (List) – Pre-Game \$15,000.00
 - Las Cruces – Clovis
 - Santa Fe Taos
 - Albuquerque Farmington
 - Silver City Eddy County
- Print advertisement
 - A. Local Newspaper – Southeast \$ 5,500.00
 - B. Out of Town (List) – Pre-Game \$ 10,000.00
 - Las Cruces Sun-News
 - Santa Fe S F New Mexican
 - Albuquerque Prime Time
 - Silver City/Deming Southwest Seniors
 - Clovis Farmington

- Television Marketing \$ 30,000.00
KRQE
MeTV
KOAT
KBIM Roswell

- Outdoor Advertising Billboard \$ 12,000.00
Four Locations Feb-April \$460X 5 X 3
Summer months - May-July 4 locations

- Printing – Graphic design/branding –spectator schedule and
Evaluation –media packets – \$ 6,125.00

- Printing 3-fold Summer Game brochure 5M \$ 1500.00

- Welcome Bags for the Event –giveaway promoting Roswell
Giveaway for athletes and volunteers attending the Games
\$ 8,500.00

- Souvenir Program - Printing w/Profiles and attractions
For athletes and home subscription \$ 3,500.00

- Newsletter – Senior FLAME \$3,800 X 3 qtrly \$ 11,500.00
Print copy/ website/postage

- Awards – custom medallions/ribbons \$ 10,500.00

- Media Consultant contractual \$ 8,500.00

GRAND TOTAL Marketing Budget **\$ 154,375.00**

Cecilia J. Acosta, Executive Director *12/8/15*

New Mexico Senior Olympics Annual Summer State Games

The 2016 marketing plan includes: *eligible costs per Lodger Tax guidelines

- **Monthly communications to 50 local programs statewide**
- **Previous Game Literature announced Roswell will be hosting 2016**
- **Aging Network partners statewide are notified**
- **Promoting the Games at the Annual State Aging Network Conference**
- **Health Promotion KYN PLAYDAY Activities and Workshop will promote the Games**
- ***Billboards are planned in the host City at 4-6 locations.**
- ***Printed Game Literature – Poster, booklet, event programs, schedules**
- **Registration booklet printed for qualifiers in advance of the Games with event and housing information – available six months out.**
- ***Website for NMSO will include all Game Information and Sport Information**
- ***Newspaper statewide media press prior and during the Games.**
- **Senior profile feature stories for 8-10 athletes**
- ***A group site visit will be held in June for Aging Programs to Roswell**
- **Board of Directors will travel to Roswell.**
- **Game volunteers will be recruited to support the Games both in and outside of the Roswell area.**
- **Health Fair is planned to promote Games.**
- **Game specialty items are planned – custom medallions, t-shirts, caps and souvenir items.**
- **Games are featured on the National Senior Game website along with TEAM tournaments for NM.**
- **Opening Ceremony/Celebration during the Games will invite community spectators to attend.**
- ***Radio advertisement in Southeastern NM and Albuquerque.**
- ***TV advertisement in Albuquerque**

NAME OF EVENT:	New Mexico Senior Olympics Annual Summer State Games
DATE(S) OF EVENT:	July 13-16, 2016
NAME OF ORGANIZATION:	New Mexico Senior Olympics, Inc.

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT - COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF SPONSORSHIP	ESTIMATED COST	*City use only*

IF YOU ARE REQUESTING CITY EMPLOYEES - PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS
Parks & Rec.	Set up tents at Wool Bowl	3	7/12 1:00pm	18
Parks & Rec.	Clean weeds, add sand to horseshoe pits	2	7/11 10:00pm	4
Parks & Rec.	Set up tents at horseshoes	2	7/12 2:00pm	2
Parks & Rec.	Disc golf area- clean, weed	2	7/11 2:00pm	4
Parks & Rec.	Cycling event- move trailer, set up tents, signs	2	7/13 & 14 6:00am	8
Parks & Rec.	Wool Bowl- remove tents	2	7/18	4
Parks & Rec.	Electronic sign placement	1	7/4 8:00am	1
Parks & Rec.	Electronic sign removal	1	7/18 8:00am	1
Parks & Rec.	Deliver, set up trailer with stage for Opening Ceremony	1	7/13 8:00am	2
Parks & Rec.	Remove trailer with stage	1	7/14 8:00am	2

continued...

IF YOU ARE REQUESTING CITY EQUIPMENT - PLEASE COMPLETE THE FOLLOWING:

on pages 2 & 3

DEPARTMENT	TYPE OF EQUIPMENT	EST COST per day	# DAYS REQUIRED	TOTAL COST *City use only*
Park & Rec.	6 water jugs at horseshoes competition		2	
Parks & Rec.	Trailer with stage & sound		1	
Parks & Rec.	10 dory poles for Opening Ceremony		1	
Fire Dept.	Bell for Opening Ceremony		1	
Parks & Rec.	Timing equipment - 1		4	
Parks & Rec.	Van for shuttle - 1		4	
Parks & Rec.	2 tents - 20x20		4	
Adult Center	Pool tables - 4 & venue		2	

continued...

on page 2

NAME OF EVENT: *New Mexico Senior Olympics Annual Summer State Games*
DATE(S) OF EVENT: *July 13-16, 2016*
NAME OF ORGANIZATION: *New Mexico Senior Olympics, Inc.*

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT – COMPLETE THE FOLLOWING:

[illegible]

IF YOU ARE REQUESTING CITY EMPLOYEES – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS
Parks & Rec.	Assist in loading & unloading office equip. and sports equipment	4	7/8 & 7/11 8:00am	4
Parks & Rec.	Load, deliver & set up air gun equipment	3	7/11 1:00pm	12
Parks & Rec.	Timers/Picker for track	5	7/13 8:00 am	15
Parks & Rec.	Timers/Picker for races	5	7/14 5:00 am	20
Parks & Rec.	Timers/Picker for races	5	7/15 5:00 am	20
Parks & Rec.	Timers/Picker for track	5	7/16 6:00 am	30
Parks & Rec.	Pick up shuffleboard courts, deliver to NMSO	2	7/18 10:00am	1
Fire Dept.	EMT at cycling event	2	7/13, 7/14 6:00am	24
Fire Dept.	EMT at Wool Bowl	2	7/16 8:00 am	8
Fire Dept.	EMT at horseshoes	2	7/13, 7/14 8:00am	20
Fire Dept.	EMT at Air Gun event	2	7/13 - 7/15 10:00am	24

IF YOU ARE REQUESTING CITY EQUIPMENT – PLEASE COMPLETE THE FOLLOWING:

continued... on page 3

[illegible]

NAME OF EVENT:	New Mexico Senior Olympics Annual Summer State Games
DATE(S) OF EVENT:	July 13-16, 2016
NAME OF ORGANIZATION:	New Mexico Senior Olympics, Inc.

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT – COMPLETE THE FOLLOWING:

[illegible]

IF YOU ARE REQUESTING CITY EMPLOYEES – PLEASE COMPLETE THE FOLLOWING:

[illegible]

IF YOU ARE REQUESTING CITY EQUIPMENT – PLEASE COMPLETE THE FOLLOWING:

[illegible]

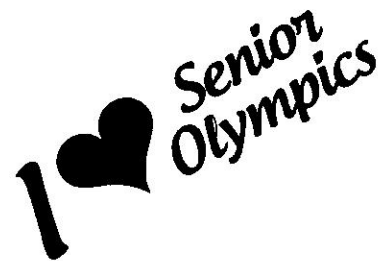
New Mexico Senior Olympics Annual Summer State Games

Advertising Budget 2016 Summer Games				Budget	CITY	State	
·	Game Registration Booklet – printing/ mailing			\$ 5,500.00		\$ 5,500.00	
	3000 printed 8 ½ x 11 30 pages						
·	Poster – printing/ mailing/postage			\$ 750.00		\$ 750.00	
	#600 printed size 12 X 18 colored						
	Local(100) and Out of Town (500)						
·	Result booklet/Game records			\$ 500.00		\$ 500.00	
·	Events- Special Events -			\$ 22,000.00		\$ 22,000.00	
	Game Shirts Volunteer shirts DJ Service						
	Security Golden Athlete Recog Lifeguard						
	Sponsor plaques Sanitation Medical EMT						
	Entertainer Portables Parking Permits						
·	Radio Advertisement						
	A. Radio advertisement - Roswell			\$ 3,000.00	\$ 3,000.00		
	B. Out of Town Radio -Pre Game			\$ 15,000.00	\$ 15,000.00		
	· Las Cruces – Clovis						
	· Santa Fe Taos						
	· Albuquerque Farmington						
	· Silver City Eddy County						
·	Print advertisement			\$ 5,500.00	\$ 5,500.00		
	A. Local Newspaper – Southeast						
	B. Out of Town (List) – Pre-Game						
	· Las Cruces Sun-News			\$ 10,000.00	\$ 10,000.00		
	· Santa Fe S F New Mexican						
	· Albuquerque Prime Time						
	· Silver City/Deming Southwest Seniors						
	· Clovis Farmington						
·	Television Marketing			\$ 30,000.00	\$ 30,000.00		
	KRQE MeTV KOAT KBIM Roswell						

New Mexico Senior Olympics Annual Summer State Games

· Outdoor Advertising Billboard	\$	12,000.00	\$	12,000.00	
Four Locations Feb-April \$460X 5 X 3					
Summer months - May-July 4 locations					
· Printing – Graphic design/branding –spectator schedule and Evaluation –media packets –	\$	6,125.00		\$	6,125.00
· Printing 3-fold Summer Game brochure 5M	\$	1,500.00	\$	1,500.00	
· Welcome Bags for the Event –giveaway	\$	8,500.00		\$	8,500.00
Giveaway for athletes and volunteers attending the Games					
· Souvenir Program - Printing w/Profiles and attractions	\$	3,500.00		\$	3,500.00
For Athletes and home delivery subscription					
· Newsletter – Senior FLAME \$3,800 X 3 qtrly					
Print copy/ website/postage	\$	11,500.00		\$	11,500.00
· Awards – custom medallions/ribbons					
	\$	10,500.00		\$	10,500.00
· Media Consultant contractual	\$	8,500.00		\$	8,500.00
TOTAL	\$	154,375.00	\$77,000.00	\$	77,375.00

NEW MEXICO SENIOR OLYMPICS
SUMMER GAMES
2016 Athlete Survey



Your feedback is important to us to improve the Summer Games for the future.

Complete one survey per SPORT

Deadline to submit evaluations is August 15, 2016. All constructive suggestions are welcome!!

Paid in part by the City of Roswell Lodger's Tax Fund

Age Division: _____ Sport: _____ Gender: _____

1. How would you rate the facility of the sport you competed in?

☐ Poor ☐ Average ☐ Good ☐ Very Good ☐ Excellent

2. How would you rate the overall event?

☐ Poor ☐ Average ☐ Good ☐ Very Good ☐ Excellent

3. How would you rate the job of the Sports Coordinator?

☐ Poor ☐ Average ☐ Good ☐ Very Good ☐ Excellent

4. How would you rate the job of the volunteer(s)?

☐ Poor ☐ Average ☐ Good ☐ Very Good ☐ Excellent

5. How would you rate the Game Headquarters (registration/staff support)?

☐ Poor ☐ Average ☐ Good ☐ Very Good ☐ Excellent

6. What can we do to improve the Summer Games? (be specific) _____



7. Do you currently volunteer your time and talents to help others in your community?

If so, please explain: (when, where, how often): _____

8. How long was your stay at the Games?

☐ One Night ☐ Two Nights ☐ Three Nights ☐ Four Nights ☐ Five or more nights

9. Indicate lodging type?

☐ Dorms ☐ Hotel ☐ RV ☐ Family ☐ Other: _____

10. How would you rate the customer service while visiting Roswell?

☐ Poor ☐ Average ☐ Good ☐ Very Good ☐ Excellent

11. What did you do while in the area - (mark all that apply)

☐ Museums(s) ☐ Shopping ☐ Zoo ☐ State Park(s) ☐ Visit Family

Return your evaluation - Game Headquarters or mail to:

New Mexico Senior Olympics, Inc.

P.O. Box 2690

Roswell, NM 88202-2690

or

E-mail us at: nmso@nmseniorolympics.org

PRINT your name to be entered into a drawing to WIN a \$50 gift card:

Name: _____ **Phone:** _____

2015 EVENT REPORT INFORMATION:

**New Mexico Senior Olympics Annual Summer State Games:
June 3-6, 2015**

1. Profit & Loss Report
2. Survey Information

New Mexico Senior Olympics, Inc.
Profit & Loss by Class
January through September 2015

	<u>Summer Games</u>	<u>Team Tourn</u>	<u>TOTAL</u>
Income			
AAA Non Metro			
Non-Metro (Federal)	0.00	0.00	0.00
Non-Metro (State)	0.00	0.00	0.00
Total AAA Non Metro	0.00	0.00	0.00
Direct Public Support			
Corporate Contributions	0.00	0.00	0.00
Individ, Business Contributions	0.00	0.00	0.00
Total Direct Public Support	0.00	0.00	0.00
Government Grants			
State Grants ALTSD	99,000.00	35,000.00	134,000.00
Total Government Grants	99,000.00	35,000.00	134,000.00
Special Events Income			
Special Events - Contributions	71,288.44	0.00	71,288.44
Special Events - AIGD Registrat		0.00	0.00
Special Events -- Summer Games	61,305.00	0.00	61,305.00
Special Events -- Team Tourn	0.00	15,910.36	15,910.36
Special Events -- Souvenirs	6,576.00		6,576.00
Special Events -- Health Fair	530.00	0.00	530.00
Special Events Income - Other	412.00	0.00	412.00
Total Special Events Income	140,111.44	15,910.36	156,021.80
Total Income	239,111.44	50,910.36	290,021.80
	239,111.44	50,910.36	290,021.80
Expense			
Contract Services			
Accounting Fees	0.00	0.00	0.00
Fundraising Fees	5,287.79	0.00	5,287.79
Outside Contract Services	12,805.63	1,925.00	14,730.63
Staff Support	10,318.00	250.00	10,568.00
Total Contract Services	28,411.42	2,175.00	30,586.42
Facilities and Equipment			
Campus Lodging/Meals	7,924.00	0.00	7,924.00
Equipment	351.28	0.00	351.28
Equip Rental and Maintenance	742.32	0.00	742.32
Rent, Parking, Utilities	3,180.75	7,284.20	10,464.95
Facilities and Equipment - Other	8,520.00	0.00	8,520.00
Total Facilities and Equipment	20,718.35	7,284.20	28,002.55

New Mexico Senior Olympics, Inc.
Profit & Loss by Class
January through September 2015

	<u>Summer Games</u>	<u>Team Tour</u>	<u>TOTAL</u>
Operations			
Merchant fees	0.00	0.00	0.00
Postage, Mailing Service	470.07	0.00	470.07
Printing and Copying	14,310.20	560.00	14,870.20
Supplies			
Supplies - Office	395.93	0.00	395.93
Supplies - Recognition	13,106.20	0.00	13,106.20
Supplies - Other	0.00	0.00	0.00
Total Supplies	<u>13,502.13</u>	<u>0.00</u>	<u>13,502.13</u>
Events	84,461.30	37,440.79	121,902.09
Personnel	644.40	0.00	644.40
Total Operations	<u>113,388.10</u>	<u>38,000.79</u>	<u>151,388.89</u>
Other Types of Expenses			
Advertising Expenses	85,098.81	0.00	85,098.81
Interest Expense - General	107.38	0.00	107.38
Total Other Types of Expenses	<u>85,206.19</u>	<u>0.00</u>	<u>85,206.19</u>
NM Department Of Health - Grant			
Health Event	0.00	0.00	0.00
Total NM Department Of Health - Grant	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Travel and Meetings			
Travel	2,779.49	2,769.62	5,549.11
Travel - Board - State	5,360.64	0.00	5,360.64
Travel-Scholarships	2,250.00	0.00	2,250.00
Total Travel and Meetings	<u>10,390.13</u>	<u>2,769.62</u>	<u>13,159.75</u>
Total Expense	<u>258,114.19</u>	<u>50,229.61</u>	<u>308,343.80</u>
	<u>-19,002.75</u>	<u>680.75</u>	<u>-18,322.00</u>
10/10/2015	<u>-19,002.75</u>	<u>680.75</u>	<u>-18,322.00</u>



New Mexico Senior Olympics, Inc.

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 E-mail: nmso@nmseniorolympics.org • www.nmseniorolympics.org

2015 Summer Games Athlete Survey Results

1. Facility of the sport

Poor	5	Average	6	Good	17	Very Good	35	Excellent	33
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2. Overall Event

Poor	12	Average	6	Good	14	Very Good	32	Excellent	33
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3. Job of Sport Coordinator

Poor	6	Average	9	Good	17	Very Good	27	Excellent	34
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4. Job of the Volunteers

Poor	1	Average	8	Good	18	Very Good	33	Excellent	36
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5. Game Headquarter

Poor	4	Average	7	Good	14	Very Good	28	Excellent	39
------	---	---------	---	------	----	-----------	----	-----------	----

What can we do to improve the Summer Games?

34	Nothing to improve
30	Scheduling issues(events overlapping, too much down time, not enough time to get from one event to another, move State games to another location)
3	Better directions to events, shuttle service
2	Bathroom access/availability
10	Problems with bowling alley and not enough swimming lanes
2	Open ceremony (length, seating problems and music)
29	Judges, score keepers to immature, judges knowing rules for games
10	Other (fees costs, need extracurricular things to do,

We had a total of 79 surveys returned. Summer Games had 845 total Athletes with 82 from Chaves County.

Executive Board: Chair, Vernon Dyer * Vice Chair, LoriAnn Keith * Secretary, Dorie Sandoval * Treasurer, Dick Griffith

Board of Directors: Steve Duran * Joe Quintana * Pete Salazar * Dorothy Terrazas
 * Jim Raurk * Robert Klass * Ernesto Ramos, Board Emeritus

Cecilia J. Acosta, Executive Director

"You don't stop playing because you grow old, you grow old because you stop playing."



New Mexico Senior Olympics, Inc.

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 E-mail: nmso@nmseniorolympics.org • www.nmseniorolympics.org

How Many Night in Roswell

1 night	5	2 nights	10	3 nights	14	4 nights	15	5+ nights	42
---------	---	----------	----	----------	----	----------	----	-----------	----

Lodging

Dorms	7	Hotel	66	RV	4	Family	2
-------	---	-------	----	----	---	--------	---

Customer Service in Roswell

Poor	0	Average	8	Good	23	Very Good	36	Excellent	23
------	---	---------	---	------	----	-----------	----	-----------	----

What did they do while in Roswell

Museums	31	Shopping	57	Zoo	4	State Parks	8	Visit Family	8
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Executive Board: Chair, Vernon Dyer * Vice Chair, LoriAnn Keith * Secretary, Dorie Sandoval * Treasurer, Dick Griffith

Board of Directors: Steve Duran * Joe Quintana * Pete Salazar * Dorothy Terrazas
 * Jim Raurk * Robert Klass * Ernesto Ramos, Board *Emeritus*

Cecilia J. Acosta, Executive Director

"You don't stop playing because you grow old, you grow old because you stop playing."

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 19.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Approval of the minutes from the December 10, 2015 Regular City Council meeting.

BACKGROUND:

Not applicable.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of approval of the minutes from the December 10, 2015 Regular City Council meeting.

Attachments

Reg. City Council Draft minutes 12.10.15

Regular Meeting of the Roswell City Council
Held in the Bassett Auditorium at the Roswell Museum and Arts Center

Thursday, December 10, 2015 at 6:00 p.m.

The meeting convened with Mayor Kintigh presiding and Councilors Best, Mackey, Velasquez, Oropesa, Perry, Denny, Sanchez, Henderson, Sandoval and Grant being present. Councilor Grant led in Prayer and Councilor Denny led in the Pledge of Allegiance.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

Councilor Perry moved to approve the agenda for the December 10, 2015 regular City Council meeting to include the following: Non-Action Items: Economic Development Presentation; Consent Items: Bids, RFP's as listed with the correction of "Purchase two (2) trucks for Waste Water Department \$60,760.00" the amount should be \$69,760.00, RIAC Leases, Resolution 15-76 – Weeds, Resolution 15-77 – Condemnations, Lodgers' Tax Request, Minutes from the October 29, 2015 Joint meeting with the Roswell City Council, Chaves County Commission and the Roswell Independent School District, Minutes from the November 12, 2015 Regular City Council meeting and Minutes from the November 18, 2015 Special City Council meeting; New Business/Regular Items: Resolution 15-74 – NMDOT MAP 21 project application, Resolution 15-78 – A budget amendment for FY 2016 for marketing and promotion efforts for air service to Phoenix, AZ, Resolution 15-79 – Request from the State of New Mexico Economic Development Department \$75,000 from FY2016 LEDA Capital Outlay funds, Resolution 15-80 – Authorizing the Certification of Correctness of the Physical Inventory of Assets ending FY2015, Resolution 15-81 – Amending the Project Priority List procedures to allow introduction of items as the Council Committee level, Resolution 15-82 – Naming Policy, Proposed Ordinance 15-20 – Request to advertise for a Public Hearing to amend section 6-21 and 6-31 the Plumbing and Mechanical Code, Proposed Ordinance 15-21 – Request to advertise for a Public Hearing to amend section 4-62 Animal Welfare, Proposed Ordinance 15-22 – Request to advertise for a Public Hearing to provide for a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities, Proposed Ordinance 15-25 – Request to advertise for a Public Hearing of the City of Roswell approving the project and authorizing the execution of an Intergovernmental Agreement and a Project Participation Agreement, accepting from the New Mexico Economic Development Department \$75,000 for economic assistance to support the construction by Rich Glo products of a manufacturing facility in Roswell, Request the appointment of four (4) Councilors to serve on the committee for the Quarterly Outstanding Citizen Award, Request the renewal of the Kerr Ranch Lease Agreement #L0002, Request the approval of the Roe Property Donation, Request authorization to amend the current contract with Hayduk King Advertising, Inc. in an amount not to exceed \$179,000; Department Reports. Councilor Grant was the second. A voice vote was unanimous and the motion passed.

NON-ACTION ITEMS

Economic Development Presentation – Mr. Mulcahy discussed the following projects:

- Commercial Aerospace Park
- Millennium Building
- Roswell/Chaves County Solar
- Spring River Apartments
- Balloon Building
- Clean Water Tech

PUBLIC PARTICIPATION ON AGENDA ITEMS

None

CONSENT ITEMS

BIDS AND RFP'S

ITB-15-147 – N. Main Street Pavement Rehabilitation Project, from Country Club to Berrendo. This re-bid was accepted by NMDOT on 12-4-15. Over budget to come from Sunset Avenue savings.

ITB-16-041 – 2016 Annual Maintenance – Asphalt Dominant.

ITB-16-042 – 2016 Annual Maintenance – Concrete Dominant.

Purchase two (2) trucks for Waste Water Department.

RIAC LEASES

To authorize NuMex Plastics, Inc., a New Mexico Corporation, to renew their current lease agreement on a portion of Building No. 112B. NuMex Plastics leases the building for storage; 21,960 square feet. NuMex Plastics have been a customer since December 2000. Rent is \$1,889.00 monthly; \$22,668.00 annually. Rent adjustment is 2.50%. Term: January 1, 2016 through December 31, 2016.

To authorize Clean Up Enterprises, Inc., a New Mexico sole proprietor, to renew their current lease agreement on Building No. 67. Clean Up Enterprises leases the building for carpet cleaning, janitorial business and storage; 978 square feet.

To authorize Birdman Air Enterprises, Inc., a New Mexico Corporation, the approval of assignment of lease to General Airframe Support New Mexico, Inc.

Resolution 15-76 – Weeds. Approximately forty (40) separate properties within the City.

Resolution 15-77 – Condemnations. Approximately ten (10) dilapidated structures within the City.

Lodgers' Tax Request

Pecos Valley Quilt 2016 "Galaxy of Stars" – Request for funding of Lodgers' Tax for the Pecos Valley Quilt 2016 "Galaxy of Stars" in the amount of \$2,000 on a reimbursement basis.

Roswell Filmfest and Cosmicon 2016 – Request for funding of Lodgers' Tax for the Roswell Filmfest and Cosmicon 2016 in the amount of up to \$35,000 for eligible Lodgers' Tax expenses through an estimated advanced funding at 100% per a contract between the City of Roswell and Roswell Filmfest and Cosmicon.

NEW BUSINESS/ REGULAR ITEMS

Resolution 15-74 – NMDOT MAP 21 Project Application. Councilor Best moved to approve Resolution 15-74 – NMDOT MAP 21 Project Application. Councilor Sandoval was the second. Mr. Najar discussed Resolution 15-74. Each year NMDOT calls for applications for its various road project funds. The application requires a resolution of support from the City Council. This project will mill 3" of existing pavement and replace with 3" of new pavement, redo intersections with concrete fillets, and upgrade ADA ramps to meet current standards on S. Atkinson Ave. from McGaffey Ave. to 2nd St. This project will be submitted through SERTPO (Southeast Regional Transportation Planning Organization). The project is estimated to cost \$1,600,000 with 14.56%, or \$232,960, to come from the City. The remainder would be supported by NMDOT. Actual budget consideration would not be required unless project is selected by the NMDOT, estimated 2018-19 budget. A voice vote was unanimous and the motion passed.

Resolution 15-78 – A budget amendment for FY2016 for marketing and promotion efforts for air service to Phoenix, AZ. Councilor Grant moved to approve Resolution 15-78 – A budget amendment for FY2016 for marketing and promotion efforts for air service to Phoenix, AZ. Councilor Henderson was the second. Ms. Garcia discussed Resolution 15-78. Staff, along with community members have been working towards a direct flight from Roswell to Phoenix. The City has entered into agreement with American Airlines to provide service beginning, March 2016. Several communities have contributed financially. The proposed budget amendment net additional funding for the marketing and promotion efforts is \$23,800 from the Lodgers' Tax Cash Reserves. A voice vote was unanimous and the motion passed.

Resolution 15-79 – Request from the State of New Mexico Economic Development Department \$75,000 from FY2016 LEDA Capital Outlay funds. Councilor Grant moved to approve Resolution 15-79 – Request from the State of New Mexico Economic Development Department \$75,000 from FY2016 LEDA Capital Outlay funds. Councilor Sandoval was the second. Mr. Moran discussed Rich Glo Products, Inc. The corporation is an "S" Corporation with National and International sales in the jewelry marketplace, specifically in jewelry care products. Rich Glo intends to establish guidelines for growth of assets and financial profitability over the next five year period. The City is asked to oversee and administer the appropriation for the project. A voice vote was unanimous and the motion passed.

Resolution 15-80 – Authorizing the Certification of Correctness of the Physical Inventory of Assets ending FY 2015. Councilor Grant moved to approve Resolution 15-80 – Authorizing the Certification of Correctness of the Physical Inventory of Assets ending FY 2015. Councilor Perry was the second. Ms. Garcia discussed Resolution 15-80 stating at the end of each fiscal year a physical inventory of fixed assets shall be conducted. Section 2.20.1.16 NMSA states that is must be approved for correctness by its governing body. A voice vote was unanimous and the motion passed.

Resolution 15-81 – Amending the Project Priority List procedures to allow introduction of items at the Council Committee level. Councilor Sandoval moved to approve Resolution 15-81 – Amending the Project Priority List procedures to allow introduction of items at the Council Committee level. Councilor Grant was the second. Mr. Polasek discussed Resolution 15-81. At the October 8, 2015 meeting, City Council approved Resolution 15-60 approving and implementing procedures for project priority listings. As a part of the procedures, approval from four Council members is needed in order for an item to advance through the process. Currently this occurs only during City Council meetings. The proposed amendment would allow City Council committees to also be a venue for items to be introduced, while still requiring approval from four Council members in order for an item to advance to full Council. No other changes to the procedures are proposed. A voice vote was unanimous and the motion passed.

Resolution 15-82 – Naming Policy. Councilor Velasquez moved to approve Resolution 15-82 – Naming Policy April 2015 Draft. Councilor Oropesa was the second. Mr. Najar discussed Resolution 15-82 stating the Naming Policy has been discussed at several committee meetings throughout 2015. This resulted in an April 2015 draft approved by Streets and Alleys and another July 2015 draft which was not approved in the Infrastructure Committee. On October 27, 2015 a joint General Services and Infrastructure Committee meeting resulted in a recommendation to consider both policies at the December 10, 2015 Regular City Council meeting. The April 2015 draft contains the following:

- 6-A – Lands/Facility, 51% of owners who respond
- 6-B – Lands/Facility, 30 names on petition
- 6-D – Streets, 51% of owners who respond
- 8 – Payment/Costs, City Manager determines

Councilor Best moved to Call To Question. Councilor Grant was the second. A voice vote was 8-2; the motion passed with Councilors Velasquez and Sanchez voting no.

A roll call vote for Resolution 15-82 Naming Policy April 2015 Draft was as follows: Jeanine Best-no, Natasha Mackey-yes, Elena Velasquez-no, Juan Oropesa-no, Jason Perry-no, Tabitha Denny-no, Savino Sanchez-no, Steve Henderson-yes, Art Sandoval-no, Caleb Grant-no and the motion failed.

Councilor Best moved to approve Resolution 15-82 – Naming Policy July 2015 Draft. Councilor Grant was the second. The July 2015 draft contains the following:

- 6-A – Lands/Facility, 51% of owners
- 6-B – Lands/Facility, undetermined names on petition
- 6-D – Streets, 51% of owners
- 8 – Payment/Costs, Council determines

Councilor Grant moved to amend Resolution 15-82 – Naming Policy July 2015 Draft. The following is the proposed amendment: section 6, paragraph B, remove “30 signatures” and replace with “300 signatures.” Councilor Perry was the second. A roll call vote was as follows: Jeanine Best-yes, Natasha Mackey-yes, Elena Velasquez-no, Juan Oropesa-no, Jason Perry-yes, Tabitha Denny-yes, Savino Sanchez-yes, Steve Henderson-no, Art Sandoval-yes, Caleb Grant-yes and the motion passed.

Councilor Oropesa moved to amend Resolution 15-82 – Naming Policy July 2015 Draft. The following is the proposed amendment: replace section 6, paragraph A from the July 2015 Draft with section 6, paragraph A from the April 2015 Draft. Councilor Velasquez was the second. Councilor Oropesa withdrew his motion to amend Resolution 15-82- Naming Policy July 2015 Draft.

Councilor Oropesa moved to reconsider Resolution 15-82 – Naming Policy April 2015 Draft. Councilor Velasquez was the second. A roll call vote was as follows: Jeanine Best-no, Natasha Mackey-yes, Elena Velasquez-yes, Juan Oropesa-yes, Jason Perry-no, Tabitha Denny-no, Savino Sanchez-no, Steve Henderson-yes, Art Sandoval-no, Caleb Grant-no and the motion failed.

Councilor Sanchez moved to table Resolution 15-82 – Naming Policy. Councilor Oropesa was the second. A roll call vote was as follows: Jeanine Best-no, Natasha Mackey-no, Elena Velasquez-yes, Juan Oropesa-yes, Jason Perry-no, Tabitha Denny-no, Savino Sanchez-yes, Steve Henderson-no, Art Sandoval-no, Caleb Grant-no and the motion failed.

Councilor Perry moved to amend Resolution 15-82 – Naming Policy July 2015 Draft. The following is the proposed amendment: section 6, paragraph A, 4th line down, remove “a member of the governing body or by.” Councilor Grant was the second. A roll call vote was as follows: Jeanine Best-yes, Natasha Mackey-no, Elena Velasquez-no, Juan Oropesa-no, Jason Perry-yes, Tabitha Denny-yes, Savino Sanchez-no, Steve Henderson-no, Art Sandoval-yes, Caleb Grant-yes and the motion tied. Mayor Kintigh voted no and the motion failed.

Councilor Perry moved to amend Resolution 15-82 – Naming Policy July 2015 Draft. The following is the proposed amendment: section 6, paragraph D, 3rd line down, remove “or land.” Councilor Best was the second. A voice vote was unanimous and the motion passed.

Councilor Perry moved to amend Resolution 15-82 – Naming Policy July 2015 Draft. The following is the proposed amendment: section 6, paragraph D, 7th line down, replace “51%” with “70% of the abutting property owners that respond.” Councilor Henderson was the second. Councilor Velasquez requested “51%” be replaced with “65%” as a friendly amendment. Councilors Perry and Henderson approved and moved for the friendly

amendment. A roll call vote was as follows: Jeanine Best-yes, Natasha Mackey-yes, Elena Velasquez-yes, Juan Oropesa-yes, Jason Perry-yes, Tabitha Denny-yes, Savino Sanchez-yes, Steve Henderson-yes, Art Sandoval-yes, Caleb Grant-yes and the motion passed.

Councilor Velasquez moved to amend Resolution 15-82 – Naming Policy July 2015 Draft. The following is the proposed amendment: section 6, paragraph C, 3rd line down, replace “51%” with “40%.” Councilor Oropesa was the second. A roll call vote was as follows: Jeanine Best-no, Natasha Mackey-yes, Elena Velasquez-yes, Juan Oropesa-yes, Jason Perry-yes, Tabitha Denny-no, Savino Sanchez-no, Steve Henderson-yes, Art Sandoval-no, Caleb Grant-no and the motion tied. Mayor Kintigh voted yes and the motion passed.

Mayor Kintigh called for a roll call vote to approve Resolution 15-82 – Naming Policy July 2015 Draft as amended. A roll call vote was as follows: Jeanine Best-yes, Natasha Mackey-yes, Elena Velasquez-yes, Juan Oropesa-yes, Jason Perry-yes, Tabitha Denny-yes, Savino Sanchez-yes, Steve Henderson-yes, Art Sandoval-no, Caleb Grant-no and the motion passed.

Proposed Ordinance 15-20 – Request to advertise for a Public Hearing to amend section 6-21 and 6-31 the Plumbing and Mechanical Code. Councilor Perry moved to approve to advertise for a Public Hearing Proposed Ordinance 15-20 – to amend section 6-21 and 6-31 the Plumbing and Mechanical Code. Councilor Sandoval was the second. Mr. Zarr discussed Proposed Ordinance 15-20 stating if adopted, will:

- Adopt by reference the 2012 editions of the New Mexico Plumbing Code and the New Mexico Mechanical Codes along with certain additions to these codes that are unique to the City. The City currently utilizes the 2009 editions of these codes;
- Adopt by reference the 2012 edition of the New Mexico Swimming Pool, Spa and Hot Tub Code. The City currently utilizes the 2009 edition of this code.
- The Construction Industries Division of New Mexico Regulation and Licensing Department has adopted the 2012 New Mexico Plumbing Code, the 2012 New Mexico Mechanical Code and the 2012 New Mexico Swimming Pool, Spa and Hot Tub Code. The proposed amendments are required to keep the City Codes up to date with the applicable state codes.

A voice vote was unanimous and the motion passed.

Proposed Ordinance 15-21 – Request to advertise for a Public Hearing to amend section 4-62 Animal Welfare. Councilor Perry moved to approve to advertise for a Public Hearing Proposed Ordinance 15-21 – to amend section 4-62 Animal Welfare. Councilor Mackey was the second. Mr. Zarr discussed Proposed Ordinance 15-21 stating if adopted will amend section 4-62, providing the appropriate City officials charged with the management of the Animal Control facility with the discretion to retain a dog or cat beyond the seven (7) day holding period for such time as the official deems reasonable. A roll call vote was as follows: Jeanine Best-no, Natasha Mackey-yes, Elena Velasquez-no, Juan Oropesa-yes, Jason Perry-yes, Tabitha Denny-yes, Savino Sanchez-yes, Steve Henderson-yes, Art Sandoval-yes, Caleb Grant-yes and the motion passed.

Councilor Grant wished to explain his vote by stating staff come prepared for the Public Hearing with a clear path of the process.

Proposed Ordinance 15-22 – Request to advertise for a Public Hearing to provide a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities. Councilor Perry moved to approve to advertise for a Public Hearing Proposed Ordinance 15-22 – to provide a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities. Councilor Denny was the second. Mr. Zarr discussed Proposed Ordinance 15-22. If adopted the ordinance will amend Chapter 23 of the Roswell City Code by adding a new section 23-11 pertaining to the establishment of a lien for occupancy taxes and establish a lien for occupancy tax upon the personal and real property of lodging facility vendors by ordinance as authorized by state statute. A voice vote was unanimous and the motion passed.

Proposed Ordinance 15-25 – Request to advertise for a Public Hearing of the City of Roswell approving the project and authorizing the execution of an Intergovernmental Agreement and a Project Participation Agreement, accepting from the New Mexico Economic Development Department \$75,000 for economic assistance to support the construction by Rich Glo products of a manufacturing facility in Roswell. Councilor Grant moved to approve to advertise for a Public Hearing Proposed Ordinance 15-25 – approving the project and authorizing the execution of an Intergovernmental Agreement and a Project Participation Agreement, accepting from the New Mexico Economic Development Department \$75,000 for economic assistance to support the construction by Rich Glo products of a manufacturing facility in Roswell. Councilor Sandoval was the second. Mr. Mulcahy discussed Proposed Ordinance 15-25. Rich Glo Products, Inc. is an “S” Corporation with National and International sales in the jewelry marketplace, specifically in jewelry care products. Rich Glo intends to establish guidelines for growth of assets and financial profitability over the next five year period. The City is asked to oversee and administer the appropriation for the project. A voice vote was unanimous and the motion passed.

Request the appointment of four Councilors to serve on the committee for the Quarterly Outstanding Citizen Award. Mayor Kintigh requested the appointment of Councilors Denny, Velasquez, Sandoval and Grant to serve on the committee for the Quarterly Outstanding Citizen Award. Councilor Sandoval moved to approve the appointment of Councilors Denny, Velasquez, Sandoval and Grant to serve on the committee for the Quarterly Outstanding Citizen Award. Councilor Sanchez was the second. Appointed Councilors will evaluate submissions from residents and business owners and make a selection for the outstanding citizen award. Committee members will meet quarterly with appointed staff. The first committee meeting is proposed to be held December 16, 2015 to approve the application. A voice vote was unanimous and the motion passed.

Request the renewal of the Kerr Ranch Lease Agreement #L0002. Councilor Best moved to approve the renewal of the Kerr Ranch Lease Agreement #L0002. Councilor Perry was the second. Ms. Stark-Rankins discussed the renewal of the Kerr Ranch Lease Agreement. The Kerr Ranch is currently leased to Steve Oldfield based in a bid for the property conducted in 2011.

The current lease allows for a five year extension pending a request from Mr. Oldfield which he has provided. The lease payment has been adjusted to \$8,574 based on CPI. A voice vote was unanimous and the motion passed.

Request the approval of the Roe Property Donation. Councilor Best moved to approve the Roe Property Donation. Councilor Sanchez was the second. Ms. Stark-Rankins discussed the Roe Property donation. Roe Limited Partnership owns a property at the air center known as 29 and 31 I Street. The property is currently vacant and is used for drainage in the area with a concrete drainage ditch running through the property. The property is also directly adjacent to property already owned by the City of Roswell at the air center. The property owner does not utilize this property nor does the owner desire to maintain the property for any future purposes. The property owner approached the City for purposes of donating this property. A voice vote was unanimous and the motion passed.

Request authorization to amend the current contract with Hayduk King Advertising, Inc. in an amount not to exceed \$179,000. Councilor Grant moved to approve the amendment of the current contract with Hayduk King Advertising, Inc. in an amount not to exceed \$179,000. Councilor Sandoval was the second. Ms. Garcia discussed the amendments to the current contract with Hayduk King Advertising, Inc. Currently the City has an advertising agreement with Hayduk King Advertising, Inc. for Roswell tourism. The City would like to amend the contract to include advertising and marketing for the Roswell to Phoenix flight from the Roswell International Air Center. Funding for the additional \$179,000 will come from a combination of Lodgers' Tax Fund, General Fund, City of Carlsbad, private donations and the New Mexico Department of Transportation Matching Marketing Grant. A voice vote was unanimous and the motion passed.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None

ADJOURNMENT

Councilor Denny moved to adjourn. Councilor Velasquez was the second. A voice vote was unanimous and the motion passed. Meeting adjourned at 8:58 p.m.

Approved on this 14th day of January, 2016.

(City Seal)

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 20.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-03 - Request approval of Resolution 16-03 for a Budget Amendment for the Eastern New Mexico State Fair in the amount of \$42,750.00 (Grant/Garcia)

BACKGROUND:

The Finance Committee at the July 30th meeting recommended \$36,000 for the event. The City Council approved \$54,750 at the August 6th meeting. The approved budget for FY2016 for the event is \$12,000, thus causing a shortfall of \$42,750.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Reserves

- Lodgers' Tax - Visitor Promotion PR - \$42,750.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommend Resolution 16-03 at their meeting on January 7, 2016.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-03, a budget amendment for FY2016 for ENMSF.

Attachments

Resolution 16-03 Budget Amendment ENMSF

RESOLUTION NO. 16-03

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE CITY OF ROSWELL FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously developed a budget for the fiscal year 2015-2016, ending June 30, 2016; and

WHEREAS, the City Council at their December 10, 2015 meeting approved to increase the amount for the Eastern New Mexico State Fair from \$12,000 to \$54,750 from Lodger's Tax Fund reserves, with a net effect of \$42,750 to the Lodger's Tax Fund; and

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for fiscal year 2016.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby adopts the budget adjustment hereinabove described and respectfully requests approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED this 14th day of January, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 21.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-04 - Request approval of Resolution 16-04 declaring a disaster resulting from the 2015 severe winter storm. (Sandoval/Karen Sanders)

BACKGROUND:

The City of Roswell has suffered severe damage caused by a winter storm beginning on December 26, 2015. This resolution declares the City of Roswell a disaster area for the purposes of exercising emergency powers and requesting disaster relief funding from the State of NM and potentially the Federal Government.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The City of Roswell is requesting disaster relief funding from the State of New Mexico and potentially the Federal Government should it become available.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-04.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of adoption of Resolution 16-04 declaring a disaster resulting from the 2015 severe winter storm.

Attachments

Resolution 16-04

RESOLUTION 16-04
DECLARING A DISASTER RESULTING FROM THE 2015 SEVERE WINTER STORM

WHEREAS, the City of Roswell has suffered severe damage caused by a severe winter storm on or about December 26, 2015 and continuing.

WHEREAS, the damage resulted in undue human suffering and hardship, and threatens the safety, health, welfare, and well-being of citizens and economic functions of the City of Roswell; and

WHEREAS, all locally available public and private resources committed to mitigate and alleviate the damage are deemed insufficient to cope with the resulting situation, including initiating repairs, and meeting restoration requirements.

NOW, THEREFORE, BE IT RESOLVED that as a result of severe winter weather which began on December 26th and continuing, that the Roswell City Council by virtue of the authority vested by the New Mexico Civil Emergency Preparedness Act (NMSA 1979, 12-10-1 to 12-10-21), does hereby declare the City of Roswell a disaster area for the purposes of exercising necessary emergency powers; and

BE IT FURTHER RESOLVED, that disaster relief funding is hereby requested from the State of New Mexico and the Federal Government.

DONE this 14th day of January, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 22.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-05 - Request approval of Resolution 16-05 for a budget amendment for the Convention Center Fee. (Grant/Polasek)

BACKGROUND:

The City of Roswell implemented a Convention Center Fee in June of 2013. The Fee, in the amount of \$2.50 per room each day, results in approximately \$600,000 per year in revenue. Allowable uses for this revenue include cost for land acquisition, design, construction, equipping, furnishing, landscaping, operations and maintenance of a convention center. It may also be used for the payment of debt or any other finance charges pertaining to revenue bonds as authorized by the Convention Center Financing Act and costs of collecting and administering the fee in an amount not exceeding five percent of the revenue collected.

The City currently is underway on the construction of the Convention Center parking lot project awarded by Council in October of 2015 in the amount of approximately \$1.685 million. Funding for the project includes \$1.003 million in Engineering Capital Improvement funds, \$100,000 from the electric franchise fee and \$581,342 from the Convention Center Fee.

The proposed Resolution 16-05 suggests consideration of amending the current budget to increase the Convention Center Fee funding for the Convention Center parking lot by \$500,000 and decreasing the Engineering Capital Improvements funding by \$500,000. The reasoning associated with this item includes the following:

- Construction of the Convention Center parking lot is an eligible project under the Convention Center Financing Act
- The Convention Center Fee revenue is approximately \$600,000 annually or \$50,000 per month
- The Convention Center Fee fund current unencumbered balance is approximately \$689,000 as of December 2015
- Use of additional funds from the Convention Center Fee would not impair the City's ability to issue future debt for planned improvements to the Convention Center facility
- Decreasing the use of Engineering Capital Improvements funding by \$500,000 would allow those funds to be reallocated toward capital projects to include such items as additional sidewalks and street improvements

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Please see "Attachment A".

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-05.

BOARD AND COMMITTEE ACTION:

City Council consideration of Resolution 16-05 amending the budget for the Convention Center Fee Fund and corresponding Convention Center parking lot project.

STAFF RECOMMENDATION:

Attachments

Resolution 16-05

RESOLUTION NO. 16-05

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE CITY OF ROSWELL FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously developed a budget for the fiscal year 2015-2016, ending June 30, 2016; and

WHEREAS, the City implemented a Convention Center Fee in June of 2013; and

WHEREAS, the allowable uses for this revenue include cost for land acquisition, design, construction, equipping, furnishing, landscaping, operations and maintenance of a convention center; and

WHEREAS, the City currently is underway on the construction of the Convention Center parking lot project; and

WHEREAS, the City desires to amend said budget by increasing the current budget from the Convention Center Fee fund for the Convention Center parking lot by \$500,000 and decreasing the Engineering Capital Improvements funding by \$500,000.

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for fiscal year 2016.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby adopts the budget adjustment hereinabove described and respectfully requests approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED this 14th day of January, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

ATTACHMENT A - Convention Center Fund / Capital and Financial Overview

12/18/2015

Convention Center Parking Lot - \$1,685,276

Bed Tax	\$581,342
Electric Franchise	\$100,000
Eng. Capital Improvements	\$1,003,934
Total	\$1,685,276

Bed Tax Fund

Unencumbered Balance	\$689,149
Annual Revenue	\$600,000
Anticipated Bal. 07/01/15	\$989,149
Anticipated Bal. 07/01/16	\$1,589,149

Convention Center Construction

Anticipated Cost	\$5,500,000	
Anticipated annual debt payment	\$600,000	
Schedule (DRAFT)		
A/E (4/15 - 1/16)	-\$495,000	
Annual Debt Payment	-\$600,000	
(est. start 8/1/17)		
 Current Balance	\$689,149	
Revenue through May 1	\$250,000	
Balance May 1	\$939,149	
Proposed Transfer	-\$500,000	
Revised Balance May 1	\$439,149	(RESERVE)
 monthly payments for A/E	-\$56,000	
Monthly anticipated revenue	\$50,000	

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 23.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Louis Najjar

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-06 - Request approval of Resolution 16-06 that authorizes staff to submit a grant application to the New Mexico Finance Authority to assist in funding an Economic Needs Assessment for the Old Municipal Airport.

BACKGROUND:

City staff has determined that the development of a master plan for the Old Municipal Airport will need a "Needs Assessment" that will help determine the appropriate types and amounts of commercial square footage and commercial types that could be supported in a future mixed-use development at the Old Municipal Airport site. Staff presented this idea to the State's "Fund-It" board which voted to support this application thru the New Mexico Finance Authority in the amount of \$50,000 with no match. This Resolution is needed as part of the formal application process.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

This is a grant application requesting \$50,000 which has no match requirement from the City.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-06.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-06 that authorizes staff to submit a grant application to the New Mexico Finance Authority to assist in funding an Economic Needs Assessment for the Old Municipal Airport.

Attachments

Resolution 16-06

RESOLUTION No. 16-06

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE DEVELOPMENT OF A NEEDS ASSESSMENT FOR THE CITY OF ROSWELL'S OLD MUNICIPAL AIRPORT ECONOMIC DEVELOPMENT PROJECT.

WHEREAS, the City of Roswell is a duly organized municipality created and formed pursuant to [name of act, and citation to act, authorizing creation of, or creating, the Governmental Unit] and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and,

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and,

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and,

WHEREAS, the City of Roswell desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and,

WHEREAS, the Governing Body intends to submit the grant application to develop an Economic Development Plan that will include the redevelopment of the Old Municipal Airport ("Project") for the benefit of the City of Roswell and its citizens; and,

WHEREAS, the application prescribed by the Finance Authority to finance the Economic Development Document in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

Section 1. That all lawful actions previously taken by the Governing Body and the City of Roswell and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the City of Roswell City Council is hereby approved and confirmed.

Section 3. That the officers and employees of the City of Roswell are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED, SIGNED AND APPROVED this 14TH day of January, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 24.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Request approval of the appointments to the precinct board for each polling place pursuant to 3-8-19C NMSA 1978. (Sandoval/Coll)

BACKGROUND:

A Precinct Board shall consist of no fewer than three (3) members. Five (5) members are being appointed to all seven (7) polling locations and the Absentee Board will have three (3) members.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Cost of the Municipal Election was budgeted in FY2016 budget.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of the appointments to the precinct board for each polling place.

Attachments

Election Proclamation.Revised.

ROSWELL REGULAR MUNICIPAL ELECTION PROCLAMATION
MARCH 1, 2016
POLLING PLACES, POLL WORKERS AND ELECTION SCHOOL
(VOTING CONVENIENCE CENTERS)

Roswell Convention Center
Centro de Convenciones de Roswell

912 N. Main Street, Roswell, NM

- | | |
|--------------------|-----------------|
| 1. Robbie Higgins | Presiding Judge |
| 2. Rita Lara | Judge |
| 3. Darryl Hodgson | Judge |
| 4. Marsha Kirkham | Clerk |
| 5. Virginia Romero | Clerk |

Roswell Boys & Girls Club
Roswell Asociacion de Ninos y Ninas

201 S. Garden Avenue, Roswell, NM

- | | |
|----------------------|-----------------|
| 1. Corey Courts | Presiding Judge |
| 2. Ineatha Gay | Judge |
| 3. Melinda Carrell | Judge |
| 4. Mary Lou Trujillo | Clerk |
| 5. Tamara Chavez | Clerk |

First Church of the Nazarene
Iglesia Primera de Nazareno

501 N. Sycamore Avenue, Roswell, NM

- | | |
|---------------------------|-----------------|
| 1. Melvin Montoya | Presiding Judge |
| 2. Jessica Lucero | Judge |
| 3. Patricia Montoya | Judge |
| 4. Carmen Cordova | Clerk |
| 5. Christopher Wildermuth | Clerk |

Seventh Day Adventist Church
Iglesia Adventista del Septimo Dia

2915 S. Union Avenue, Roswell, NM

- | | |
|----------------------|-----------------|
| 1. Ron Carson | Presiding Judge |
| 2. Gloria Cox | Judge |
| 3. Lawrence Lovato | Judge |
| 4. Michaella Montoya | Clerk |
| 5. Carol Doyal | Clerk |

West Country Club Church of Christ
Iglesia de Cristo en la Calle Country Club al Oeste

700 W. Country Club, Roswell, NM

- | | |
|-------------------------|-----------------|
| 1. Rita Kane Doerhoefer | Presiding Judge |
| 2. Julia Esquibel | Judge |
| 3. Frank Sosa | Judge |
| 4. Lionel Franco | Clerk |
| 5. Rita Sue Thomas | Clerk |

Chaves County Clerk's Office

Oficina del Secretario del Condado de Chaves

1 St. Mary's Place, Roswell, NM

- | | |
|--------------------|-----------------|
| 1. Shelia McKnight | Presiding Judge |
| 2. Elida Zamora | Judge |
| 3. Ronald Courts | Judge |
| 4. Nellie Daniel | Clerk |
| 5. Mike Sudduth | Clerk |

St. Mark's Lutheran Church

Iglesia Luterana de San Marcos

2911 N. Main Street, Roswell, NM

- | | |
|----------------------|-----------------|
| 1. Stacye Hunter | Presiding Judge |
| 2. Tarleton Curry Jr | Judge |
| 3. Will E. Winkler | Judge |
| 4. Alberta Curry | Clerk |
| 5. Robert Thomas | Clerk |

Absentee Voting

Voto de Ausencia

January 26, 2016 through February 23, 2016, Monday through Friday from 8:00 a.m. to 5:00 p.m. at City Hall, 425 N. Richardson Ave., Roswell, NM.

26 de Enero 2016 a traves de 23 de Febrero 2016, de Lunes a Viernes de 8:00 a.m. a 5:00 p.m. en el City Hall, 425 N. Richardson Ave., Roswell, NM.

Absentee Board

Junta Ausente

- | | |
|-----------------|-----------------|
| 1. Jack Fisher | Presiding Judge |
| 2. Sheila Smith | Judge |
| 3. Joyce Fisher | Judge |

Early Voting

Voto Anticipado

February 10, 2016 through February 26, 2016, Monday through Friday from 8:00 a.m. to 5:00 p.m. at City Hall, 425 N. Richardson Ave., Roswell, NM.

10 de Febrero 2016 a traves de 26 de Febrero 2016 de Lunes a Viernes de 8:00 a.m. a 5:00 p.m. en el City Hall, 425 N. Richardson Ave., Roswell, NM.

Alternates

Suplentes

Mary (Bernice) Andazola, David Berke, Mary Berke, Aimee Bertrand, Thomas Boor, Jeannie Boor, Vanessa Gomez Bussell, Kevin Bussell, Cecilia Chavez, Janie T Cortez, Nellie Daniel, Jodell Davis, Denise Marson Dawson, Mary K. Determan, Carol Dow, David Embly, Patricia Felber, Juanita Finger, Rosie Franco, Bonnie Gilcrease, Janet Girand, Stephanie Gomez, Toni Gomez, Irene Gonzales, Becky Gonzales, Gerard Heck, Melissa Howerton, Daniel M. Johnson, Joe Ponce, Shirley R. Power, Maria "Lupe" Ramirez, Chuck Russell, Veronica M Williams, Rebecca Munoz, Caroline Tederick

Poll Workers Election School

Los Miembros de las Mesas Electorales Escuela

February 23, 2016, Tuesday, at 10:00 a.m. or 5:30 p.m. at the Roswell Convention Center, 912 N. Main Street, Roswell, NM.

23 de Febrero 2016, Martes, a las 10:00 a.m. o 5:30 p.m. en el Centro de Convenciones de Roswell, 912 N. Main Street, Roswell, NM.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 25.

Meeting Date: 01/14/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Request approval of the streets list for permitted parking in accordance with City Ordinance 15-05, the permit application, permits and citizen notification flyer. (Best/Najar)

BACKGROUND:

Council passed Ordinance 15-05 for Permit Parking on City Streets at the August 6, 2015 Council meeting. In accordance with the Ordinance, the City Engineer shall propose the streets on which to initiate permitted parking for City Council approval. The Permit is not mandatory, but a property owner option.

The attached list includes the streets that currently have parking signage or restrictions for schools.

The proposed application to be used for the permit process is attached. This will be reviewed by the City Engineering Department. If approved, the Engineering Department will issue permit "stickers" to the applicant and optional one (1) "visitor" placard per residence. Infrastructure Committee recommended a "Flyer" be given to all the properties/residences on the affected street locations.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The ordinance did not provide for any permit fees to citizens. At this time, Engineering will be responsible for costs associated with permit review and "parking stickers." The citizens will not be charged for this process. Initial cost of 100 permit stickers and 50 temporary placards is \$184.45.

LEGAL REVIEW:

No additional review required. The original Ordinance 15-05 went through legal review prior to adoption by Council.

BOARD AND COMMITTEE ACTION:

The infrastructure Committee approved the streets list for permitted parking at their meeting on December 14, 2015.

STAFF RECOMMENDATION:

City Council consideration of the streets list for permitted parking in accordance with City Ordinance 15-05.

Attachments

Proposed Streets List
Proposed Notification Flyer
Proposed Application
Proposed Permits
Proposed Costs
Ordinance 15-05 Street Permit Parking

El Capitan Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. W. Bland	2800, 2900
2. S. Chamisal	400, 500

Del Norte Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. N. Garden	2700
2. La Paloma	700
3. St. Andrews	700

Goddard High School

<u>Streets:</u>	<u>Block(s):</u>
1. N. Garden	2300, 2400, 2500, 2600
2. Country Club Rd.	600, 700, 800, 900
3. 23 rd & Prairie	150 ft. N. to Country Club Rd.

Mesa Middle School

<u>Streets:</u>	<u>Block(s):</u>
1. Hinkle	adjacent to Mesa Middle School

Military Heights Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. 19 th	600 to 1000
2. N. Michigan	100 ft. S. of 19 th Street
3. N. Cambridge	100 ft. S. of 19 th Street
4. N. Kansas	100 ft. S. of 19 th Street

Missouri Avenue Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. W. Mathews	700

Monterrey Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. S. Union	2300, 2700, 2800
2. Gayle	800, 900

Nancy Lopez Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. E. Bland	1200

New Mexico Military Institute (NMMI)

<u>Streets:</u>	<u>Block(s):</u>
1. 19 th	400
2. N. Kentucky	1500 to 1700
3. W. College	Main St. to 400

Parkview Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. W. Alameda	1600, 1700
2. W. Hendricks	1600, 1700
3. S. Utah	300, 400
4. W. Tilden	1600
5. Parkview	400

Pecos Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. S. Hobbs	600

Roswell High School

<u>Streets:</u>	<u>Block(s):</u>
1. McCune	600
2. Missouri	1700, 1800
3. W. Church	600
4. W. Frazier	600
5. Plains Park	600
6. Adams	1900
7. S. Pennsylvania	1700, 1800, 1900
8. S. Lea	1700 to 2000
9. S. Madison	100 ft. S. to Hobbs
10. S. Kentucky	100 ft. S. to Hobbs

Sierra Middle School

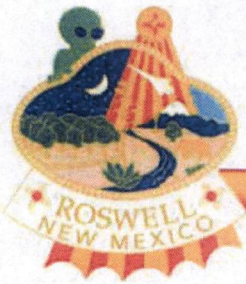
<u>Streets:</u>	<u>Block(s):</u>
1. W. Bland	2200, 2600
2. S. Hemlock	600, 700
3. S. Sycamore	600, 700

Valley View Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. S. Washington	1300, 1400, 1500
2. W. Chisum	700, 800, 900 100 ft. W. to Washington
3. S. Pecos	100 ft. N. to Chisum

Washington Avenue Elementary School

<u>Streets:</u>	<u>Block(s):</u>
1. Washington	600 to 200
2. 4 th	700
3. 5 th	600, 700



CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

To: Affected Properties

January 14, 2016

From: City of Roswell Engineering Department

Re: Permit Parking Per Ordinance 15-05

This flyer is to inform property owners with respect to City Ordinance 15-05, Permit Parking. The City Of Roswell has many streets which are signed "No Parking" in the vicinity of most schools. City Council passed an ordinance which allows the property owners on these streets to acquire a parking permit, at no cost, so you may park on the street in front of your house. This flyer is only be delivered to said properties on affected streets.

The process is simple. The City Engineering Department has an application which must be filled out with the standard information of vehicle owner, vehicle information and such. On this application is also a box for (1) one Temporary Permit which the homeowner may have for short term visitors, or repair personnel or other at your residence. Following review and approval by the City, windshield permit decals will be issued for the permitted vehicles. If requested the one (1) Temporary Permit will also be issued.

Please note these Parking Permits are intended solely for the use of those living at the residence. The permits are not to be used by others not residing at the residences and engaging in apparent misuse. Abuse of Parking Permits may result in forfeiture in all parking permits.

These permits are not mandatory. City Council adopted this Ordinance to assist those residences and property owners who may need them due to parking deficiencies they may be experiencing.

Anyone with any questions or comments, may contact me at 575-637-6281 or email l.najar@roswell-nm.gov.

Thank you,

Louis Najar, P.E.
Director of Planning & Engineering



CITY OF ROSWELL

Engineering Department

Permit numbers to be assigned
by City Staff.

APPLICATION FOR ON-STREET PARKING

Provide copy or proof of registration for each vehicle.

RESIDENTS HOME ADDRESS _____ APT. # _____ ZIP _____

OWNER _____ OWNER _____ OWNER _____

YEAR/VEHICLE _____ YEAR/VEHICLE _____ YEAR/VEHICLE _____

VEHICLE MAKE _____ VEHICLE MAKE _____ VEHICLE MAKE _____

COLOR _____ COLOR _____ COLOR _____

LIC. PLATE # _____ LIC. PLATE # _____ LIC. PLATE # _____

STATE _____ STATE _____ STATE _____

Permit Number _____ Permit Number _____ Permit Number _____

☐

Check box if a temporary parking permit placard is required. One temporary is allowed per household for use by repair trucks, temporary visitor or other as may be utilized by homeowner. This permit is not to be used long term in lieu of issued windshield sticker permit. Abuse could result in forfeiture of all parking permits.

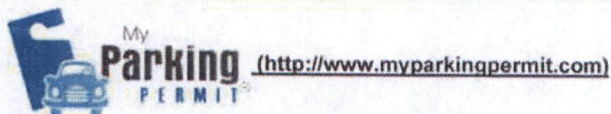
NOTE Permit stickers are non-transferable and must be affixed to the lower left-hand corner of the front windshield (DRIVER'S SIDE) of the vehicle for which the permit is issued. For more information, please contact the Engineering Department at 575-637-6281 or 575-637-6272.

DO NOT WRITE BELOW THIS LINE

ISSUED BY _____ DATE _____

Comments: _____



Free Samples(<http://www.myparkingpermit.com/parking-permit-tags-sample.aspx>)Free Shipping(<http://www.myparkingpermit.com/xp/policies.aspx#shipping>)Customer Service(<http://www.myparkingpermit.com/xp/contactus.aspx>)My Account(<http://www.myparkingpermit.com/xp/MyAccount.aspx>)

Search

Cart 2 Items, \$184.45 (<http://www.myparkingpermit.com/xp/shoppingcart.aspx>)Chat Offline
Leave a messageHome (<http://www.myparkingpermit.com>)

Hang Tags

Window Decals

Temporary

Violation Stickers

In-Stock

Do-It-Yourself



By Use

Learning Center

Shopping Cart



- To remove an item from the shopping cart, click on **Delete** button.
- To change the quantity, edit the number and click on **Update** button.
- Click on **Checkout Now** to proceed to check out process.

	Item Description	Expect'd Ship Dt.	Unit Price	Qty.
	Jumbo Temporary Visitor/Contractor Parking Permit Hang Tags, Sequentially Numbered ToughTag™ Jumbo Rearview Mirror Hang Tag - Yellow, Sequentially Numbered Starting Number : A-0001 Size : 7" x 3.5" (H x W) Material : Heavy Duty Plastic Permit Tag Part # : PP-2006-SEQ Price Group : PP-2005 Qualifies for FREE Shipping (for \$25+ orders)	12/31	\$124.50/Pack Package: 50 Tags/Pack	1 Pack
	Parking Permit - No Numbers - Static Cling Parking Permit - Un-numbered - Clear Static Cling Vinyl Decals Size : 2" x 2.5" (H x W) Material : Static Cling Decals for Inside of Window (clear) Part # : PP-0011 Qualifies for FREE Shipping (for \$25+ orders)	12/23	\$59.95/Pack Package: 100 Labels/Pack	1 Pack

2 items in your cart.

Total :

Continue Shopping

Go to Checkout

Alternative Checkout Or

CHECK OUT WITH **PayPa**
The safer, easier way to pay

Pay with Amazon

Mission (http://www.myparkingpermit.com/our_mission.aspx) | FAQs (<http://www.myparkingpermit.com/parking-permits-faq.aspx>) | Specs. (<http://www.myparkingpermit.com/permit-material-specs>) | Disclaimer (<http://www.myparkingpermit.com/xp/disclaimer.aspx>) | Policies (<http://www.myparkingpermit.com/xp/policies.aspx>) | Reviews (<http://www.myparkingpermit.com/parking-permits-customer-reviews.aspx>) | Contact Us (<http://www.myparkingpermit.com/xp/contactus.aspx>) | Samples (<http://www.myparkingpermit.com/parking-permit-tags-sample.aspx>) | Blog (<http://www.myparkingpermit.com/blog/>) | Videos (<http://www.myparkingpermit.com/parking-permit-videos>)

ORDINANCE 15-05

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING CHAPTER 22 OF THE ROSWELL CITY CODE BY ADDING NEW SECTIONS ALLOWING FOR PERMIT PARKING ON CERTAIN STREETS, PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, based on the complaints of residents near certain high schools, the establishment of permit parking may be necessary in order to avoid parking congestion on nearby streets since parking is available to students on the school district sites;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 22 of the Roswell City Code is hereby amended by the addition of a new section 22-40 to read as follows:

Section 22-40 Permit parking authorized

The City Engineer, with the approval of the City Manager, may propose designating streets in the City where parking is restricted to holders of permits for parking on such streets. Permits may be granted to bona fide residents of such streets which allow the holder to park on such streets during times and days when parking is otherwise prohibited, provided that said permits are displayed on the holder's vehicle. The establishment of permit parking on any street shall not become effective unless approved by the governing body.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the 6th day of August, 2015.



ATTEST:

Sharon Coll
Sharon Coll, City Clerk

Dennis Kintigh
Dennis Kintigh, Mayor

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 26.

Meeting Date: 01/14/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Request approval of the Roswell Test Facility Lease Extension Agreement #LE002. (Best/Najar/Stark-Rankins)

BACKGROUND:

Portions of the Roswell Test Facility, located at 3801 East Second Street, are currently leased to A.O. Smith Corporation for purposes of water testing. The current Lease is in the amount of \$8,000.04 per year and allows for two (2) 5-year extensions of which this is the first.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The lease payment has been adjusted for the CPI. The new lease is in the amount of \$8,699.24 per year and allows for one (1) CPI adjustment after the first three years of the lease period.

LEGAL REVIEW:

The City Attorney has reviewed the agreement. Mr. Field, who represents A.O. Smith, has also reviewed the agreement and has not presented any objection to the terms.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee approved the Roswell Test Facility Lease Extension Agreement #LE002 at their meeting held on December 14, 2015.

STAFF RECOMMENDATION:

Consideration of the Roswell Test Facility Lease Extension Agreement #LE002.

Attachments

Roswell Test Facility Lease Extension Agreement #LE002

LEASE EXTENSION AGREEMENT #LE002

THIS LEASE EXTENSION AGREEMENT made and entered into this ____ day of January 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter referred to as "Lessor," and A.O. Smith Corporation, a Delaware corporation, hereinafter referred to as "Lessee."

Reference is made herein to that certain Lease Agreement dated November 1, 2010, hereinafter referred to as "the Lease" or "the Lease Agreement," between Lessor and Lessee for the real property known as the "Roswell Test Facility" and as outlined in Exhibit A of the original Lease which is incorporated herein for all purposes on the real property and improvements described therein:

WHEREAS, the Lessee wishes to extend the original Lease Agreement pursuant to Paragraph 2 of the Lease, utilizing the first of two available 5-year extensions, to include certain amendments as outlined below and the Landlord approves of this first extension;

NOW THEREFORE, the several paragraphs of the Lease Agreement which follow are hereby amended by amending the terms and conditions in said paragraphs and any subparagraph not set forth is intentionally omitted, so that said paragraphs are to read as follows:

2. **Term**: The Lessor does lease the premises to the Lessee for a term of five (5) years, beginning on **November 1, 2015 and ending October 31, 2020**, unless sooner terminated by provision hereof. Tenant shall have one additional five (5) year option to extend this Lease pursuant to the terms of this agreement, upon approval of the Lessor.
3. **Rent**: Lessee agrees to pay Lessor an annual rental in the amount of **\$8,699.24** per year, for a total rental payment over the five year lease term of \$43,496.20. The Lessee must pay the full annual rental amount by November 10th of the current lease year. Failure to pay an installment by the applicable deadline shall be a default under paragraph 14 of this Lease. Interest on any late payment shall accrue at a rate of twelve percent (12%) per annum.

At the end of the first three (3) years of the five year term, the lease rate shall be adjusted to reflect increases determined by using changes in the Consumer Price Index (CPI-U). The Lessor agrees that no interest will be assessed on this portion of the rental amount against Lessee as a result of the delayed payment set forth above.

10. **Insurance**:

- a. Landlord shall provide fire and extended coverage to the Premises during the term of the Lease in such amounts and coverages as Landlord deems prudent. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the Premises that does not belong to Landlord. Tenant agrees to insure Tenant's own property.
- b. During the term thereof, Lessee shall, at its sole cost and expense, maintain in full force and effect a policy or policies of general public liability insurance, in which Lessor and Lessee are named as insured, covering against claims for injury, death, or damage to person(s) or property occurring upon, in, or about the leased premises in such limits as may be reasonably required by Lessor from time to time, but not less than \$1,000,000 for

all claims arising out of a single occurrence. Lessee shall provide a copy of a certificate of insurance evidencing such coverages within ten (10) days of execution of this Lease and annually thereafter which shall name Lessor as an additional insured. Said policy of insurance shall provide for notice of twenty (20) days to the Lessor in the event of cancellation for non-payment or any other reason. The failure to maintain policies of insurance as provided above shall be a default under paragraph 14 of this Lease.

26. **Notices:** Notices shall be served as follows:

- a. All notices, requests, or other communications to Lessor shall be given by regular or certified mail or by overnight delivery service addressed as follows:

City of Roswell
Attn: Planning Department
P.O. Box 1838
Roswell, NM 88202-1838
(575) 637-6250

- b. All notices, requests, or other communications to Lessee shall be given by regular or certified mail or by overnight delivery service addressed as follows:

A.O. Smith Corporation
Attn: Kevin Field
Corporate Technology Center
12100 West Park Place
Milwaukee, Wisconsin 53224-3006

With a copy to:

A.O. Smith Corporation
Attn: General Counsel
Corporate Technology Center
11270 West Park Place
Milwaukee, Wisconsin 53224

IN WITNESS WHEREOF, this Lease Extension Agreement is executed on the day and year first above written.

CITY OF ROSWELL, NEW MEXICO

ATTEST:

Dennis Kintigh, Mayor

Sharon Coll, City Clerk

A.O. SMITH CORPORATION

APPROVED AS TO FORM:

By: _____
Title: _____

William W. Zarr, City Attorney

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 27.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 16-01 - Request to advertise for a public hearing to adopt a municipal gross receipts tax. (Grant/Garcia/Zarr)

BACKGROUND:

Proposed Ordinance No. 16-01 will impose a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. This Proposed Ordinance and Proposed Ordinances Nos. 16-02 and 16-03 are to be considered together.

Proposed Ordinance No. 16-02 will repeal Ordinance No. 1269, which currently imposes a one sixteenth of one percent (0.0625) gross receipts tax, the revenues from which are dedicated to environmental services. Proposed Ordinance No. 16-03 will repeal Ordinance No. 1295, which currently imposes a one sixteenth of one percent (0.0675) gross receipts infrastructure tax, the revenues from which are dedicated to enhancing police and fire department budgets. The total combined tax rates imposed by Ordinances Nos. 1269 and 1295 equals one eighth of one percent (0.125).

Proposed Ordinance No. 16-01 will replace these two taxes with a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. **This tax will not result in any net increase in the gross receipts tax rates imposed by the City.** This tax is authorized by NMSA 1978 §7-19D-9, and this tax is subject to petition for election. Thus, the repeal of Ordinances No's. 1269 and 1295 are expressly conditioned on this ordinance becoming effective at the same time that Ordinances No's. 16-02 and 16-03 (which repeal Ordinances 1269 and 1295) become effective. While the filing of a petition for election is not anticipated, it remains as a legal contingency that may affect the implementation of this ordinance.

These three proposed ordinances are to be placed on the January 14, 2016 City Council agenda for a vote to hold a public hearing at the next City Council meeting scheduled for February 11, 2016. If the proposed ordinances are adopted by the City Council after the public hearing, the City must notify the Department of Taxation and Revenue on or before March 31, 2016, in order for the taxes to become effective on July 1, 2016. This three month time is to allow the Taxation and Revenue Department to include these changes in the gross receipts tax schedule that is revised and provided to taxpayers every six months.

The effect of these three proposed ordinances would allow the City Council greater flexibility in appropriating revenues that are currently derived from the taxes which are proposed to be repealed and replaced with a single tax that is equal in rate to the combined rates of those to be repealed. Receipts from the revised tax will permit the City Council to fund such projects as recreational or other municipal facilities, debt service or general operational purposes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There will be no change in the amount of revenue from gross receipts taxes as a result of the simultaneous adoption and effective dated of this Proposed Ordinance (No. 16-01) and Proposed Ordinances No's. 16-02 and 16-03.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-01. The New Mexico Department of Taxation and Revenue has also reviewed the language and form of this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended Proposed Ordinance No. 16-01 at ther meeting on January 7, 2016.

STAFF RECOMMENDATION:

City Council Consideration of Proposed Ordinance No. 16-01.

Attachments

Proposed Ordinance 16-01

PROPOSED ORDINANCE NO. 16-01

**AN ORDINANCE ADOPTING A MUNICIPAL
GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "municipal gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;
- B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or
- C. direct broadcast satellite services.

Section 4. Dedication. Revenue from the municipal gross receipts tax will be used for the purpose(s) listed below:

Revenues will be used for municipal general purposes.

Section 5. Effective Date. The effective date of the municipal gross receipts tax shall be either July 1, 2016, or January 1, 2017, whichever date occurs first after the expiration of three months from the date this ordinance is adopted, unless an election is held on the question of approving the ordinance, in which case the effective date shall be either January 1, 2017 or July 1, 2017, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption, and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,
THIS 11th DAY OF FEBRUARY, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 28.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 16-02 - Request to advertise for a public hearing to repeal Ordinance 1295. (Grant/Garcia/Zarr)

BACKGROUND:

Proposed Ordinance No. 16-02 will repeal Ordinance No. 1295, which currently imposes a one sixteenth of one percent (0.0675) gross receipts infrastructure tax, the revenues from which are dedicated by the City in equal parts to enhancing police and fire department budgets. Ordinance No. 1295 was adopted pursuant to the authority of NMSA 1978 §7-19D-11. This tax has been in effect since January 1, 1998.

This Proposed Ordinance and Proposed Ordinances No's. 16-01 and 16-03 are to be considered together. Proposed Ordinance No. 16-03 will repeal Ordinance No. 1269, which currently imposes a one sixteenth of one percent (0.0625) gross receipts environmental tax, the revenues from which are dedicated to environmental services. The total combined tax rates imposed by Ordinances No's. 1269 and 1295 equals one eighth of one percent (0.125).

Proposed Ordinance No. 16-01 will replace these two taxes with a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. **This tax will not result in any net increase in the gross receipts tax rates imposed by the City.** This tax is authorized by NMSA 1978 §7-19D-9, and this tax is subject to petition for election. Thus, the repeal of Ordinances Nos. 1269 and 1295 are expressly conditioned on this ordinance becoming effective at the same time that Ordinances Nos. 16-03 and 16-02 (which repeal Ordinances 1269 and 1295) become effective. While the filing of a petition for election is not anticipated, it remains as a legal contingency that may affect the implementation of this ordinance.

These three proposed ordinances are to be placed on the January 14, 2016 City Council agenda for a vote to hold a public hearing at the next City Council meeting scheduled for February 11, 2016. If the proposed ordinances are adopted by the City Council after the public hearing, the City must notify the Department of Taxation and Revenue on or before March 31, 2016, in order for the taxes to become effective on July 1, 2016. This three month time is to allow the Taxation and Revenue Department to include these changes in the gross receipts tax schedule that is revised and provided to taxpayers every six months.

The effect of these three proposed ordinances would allow the City Council greater flexibility in appropriating revenues that are currently derived from the taxes which are proposed to be repealed and replaced with a single tax that is equal in rate to the combined rates of those to be repealed. Receipts from the revised tax will permit the City Council to fund such projects as recreational or other municipal facilities, debt service or general operational purposes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There will be no change in the amount of revenue from gross receipts taxes as a result of the simultaneous adoption and effective dated of this Proposed Ordinance (No. 16-02) and Proposed Ordinances No's. 16-01 and 16-03.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-02. The New Mexico Department of Taxation and Revenue has also reviewed the language and form of this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended Proposed Ordinance No. 16-02 at their meeting on January 7, 2016.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance No. 16-02.

Attachments

Proposed Ordinance 16-02 - Repeal Ordinance 1295

PROPOSED ORDINANCE NO. 16-02

**AN ORDINANCE REPEALING A MUNICIPAL
LOCAL OPTION GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that Ordinance Number 1295, effective January 1, 1998, and imposing an excise tax equal to one-sixteenth of one percent (.0625%) of a municipal local option gross receipts tax, shall be repealed effective July 1, 2016 or January 1, 2017, whichever date occurs first after the expiration of three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department; and further provided that this Ordinance shall not become effective unless Ordinance Number 16-01 shall have simultaneously become effective on the same date as this Ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,
THIS 11th DAY OF FEBRUARY, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 29.

Meeting Date: 01/14/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 16-03 - Request to advertise for a public hearing to repeal Ordinance 1269. (Grant/Garcia/Zarr)

BACKGROUND:

Proposed Ordinance No. 16-03 will repeal Ordinance No. 1269, which currently imposes a one sixteenth of one percent (0.0675) gross receipts tax, the revenues from which are dedicated to environmental services. Ordinance No. 1269 was adopted pursuant to the authority of NMSA 1978 §7-19D-10. This tax has been in effect since January 1, 1996.

This Proposed Ordinance and Proposed Ordinances No's. 16-01 and 16-02 are to be considered together. Proposed Ordinance No. 16-02 will repeal Ordinance No. 1295, which currently imposes a one sixteenth of one percent (0.0675) gross receipts tax, the revenues from which are dedicated by the City in equal part to enhancing police and fire department budgets. This tax has been in effect since January 1, 1998.

Proposed Ordinance No. 16-01 will replace these two taxes with a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. **This tax will not result in any net increase in the gross receipts tax rates imposed by the City.** This tax is authorized by NMSA 1978 §7-19D-9, and this tax is subject to petition for election. Thus, the repeal of Ordinances Nos. 1269 and 1295 are expressly conditioned on this ordinance becoming effective at the same time that Ordinances No's. 16-03 and 16-02 (which repeal Ordinances 1269 and 1295) become effective. While the filing of a petition for election is not anticipated, it remains as a legal contingency that may affect the implementation of this ordinance.

These three proposed ordinances are to be placed on the January 14, 2016 City Council agenda for a vote to hold a public hearing at the next City Council meeting scheduled for February 11, 2016. If the proposed ordinances are adopted by the City Council after the public hearing, the City must notify the Department of Taxation and Revenue on or before March 31, 2016, in order for the taxes to become effective on July 1, 2016. This three month time is to allow the Taxation and Revenue Department to include these changes in the gross receipts tax schedule that is revised and provided to taxpayers every six months.

The effect of these three proposed ordinances would allow the City Council greater flexibility in appropriating revenues that are currently derived from the taxes which are proposed to be repealed and replaced with a single tax that is equal in rate to the combined rates of those to be repealed. Receipts from the revised tax will permit the City Council to fund such projects as recreational or other municipal facilities, debt service or general operational purposes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There will be no change in the amount of revenue from gross receipts taxes as a result of the simultaneous adoption of this Proposed Ordinance (No. 16-03) and Proposed Ordinances No's. 16-01 and 16-02.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-03. The New Mexico Department of Taxation and Revenue has also reviewed this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended Proposed Ordinance No. 16-03 at their meeting on January 7, 2016.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance No. 16-03.

Attachments

Proposed Ordinance 16-03 Repeal Ordinance 1269

PROPOSED ORDINANCE NO. 16-03

**AN ORDINANCE REPEALING A MUNICIPAL
LOCAL OPTION GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that Ordinance Number 1269, effective January 1, 1996, and imposing an excise tax equal to one-sixteenth of one percent (.0625%) of a municipal local option gross receipts tax, shall be repealed effective July 1, 2016 or January 1, 2017, whichever date occurs first after the expiration of three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department and further provided that this Ordinance shall not become effective unless Ordinance Number 16-01 shall have simultaneously become effective on the same date as this Ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,
THIS 11th DAY OF FEBRUARY, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 30.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: N/A

CHAIR: N/A

ACTION REQUESTED:

Department Reports - Information only

BACKGROUND:

Department Reports - Information only

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Information only.

Attachments

GRT

Roswell PD

Lodgers Tax

Code Enforcement

Roswell Public Library

Roswell Visitor Bureau

Convention Center Activity

Convention Center Expense

Convention Center Maintenance

Fire Dept.

Parks and Rec

Airport

**CITY OF ROSWELL
GROSS RECEIPTS TAX REPORT FY16
DECEMBER 2015**

THIS MONTH'S
CHECK

\$2,461,769.31

LAST MONTH'S
CHECK

\$2,416,633.33

THIS MONTH'S
CHECK
1 YEAR AGO

\$2,637,083.83

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$15,410,693.93

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$14,571,234.20

YEAR TO DATE

-5.45%

LAST YEAR (DECEMBER 2014)

-6.65%

LAST MONTH (NOVEMBER 2015)

1.87%

BUDGETED INCREASE FOR FISCAL YEAR 2016

0.5%

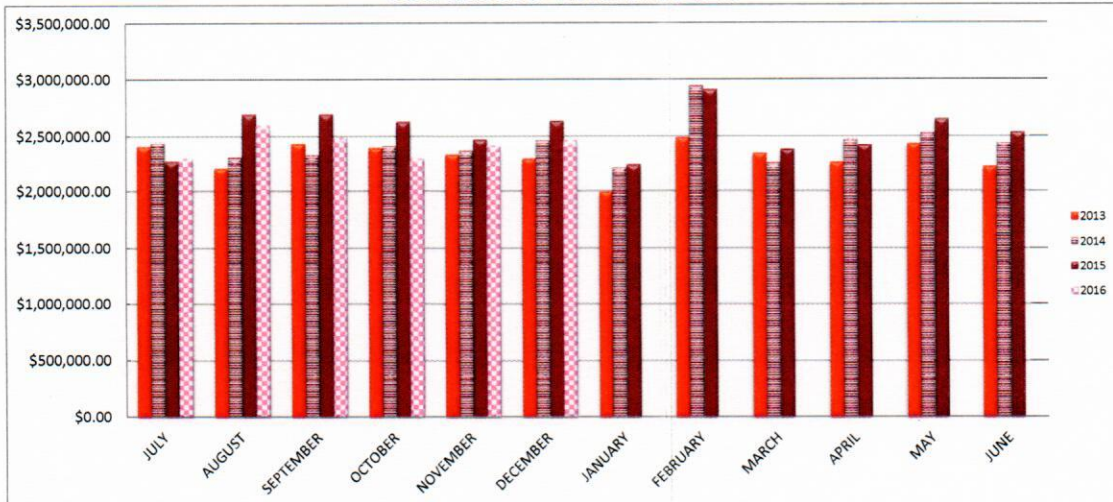
PERCENT VS BUDGETED AMOUNT

-5.95%

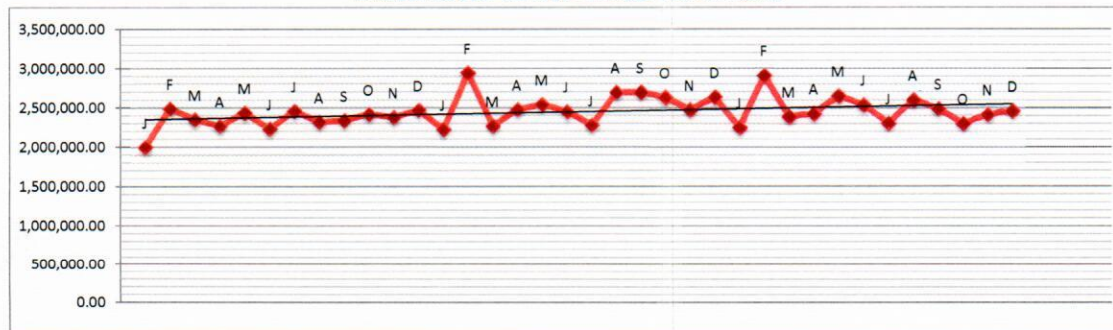
ACTUAL GROSS RECEIPTS TAX RECEIVED

	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$2,411,603.33	\$2,456,299.54	\$2,276,972.79	\$2,302,833.20
AUGUST	2,214,879.40	2,317,234.25	2,695,926.14	2,600,775.56
SEPTEMBER	2,435,316.19	2,337,660.35	2,695,359.27	2,489,037.09
OCTOBER	2,398,219.78	2,416,541.63	2,632,327.18	2,300,185.71
NOVEMBER	2,333,992.18	2,377,565.87	2,473,024.72	2,416,633.33
DECEMBER	2,298,027.78	2,470,059.94	2,637,083.83	2,461,769.31
JANUARY	1,996,326.28	2,223,551.93	2,247,478.13	
FEBRUARY	2,490,225.25	2,941,276.82	2,911,146.44	
MARCH	2,349,737.54	2,266,645.09	2,387,102.40	
APRIL	2,268,112.82	2,476,673.68	2,425,986.73	
MAY	2,434,954.33	2,540,623.58	2,653,762.48	
JUNE	2,229,736.02	2,450,030.17	2,536,492.00	
TOTAL	\$27,861,130.90	\$29,274,162.85	\$30,572,662.11	\$14,571,234.20

COMPARISON OF ACTUAL RECEIPTS



GROSS RECEIPTS TAX - THREE YEAR TREND



**ROSWELL POLICE DEPARTMENT
MONTHLY REPORT
Month of December 2015**

CRIMES AGAINST PERSONS	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
<i>Murder*</i>	0	1	7	8	-12.50%
<i>**Justifiable Homicide</i>	0	0	1	0	0.00%
<i>Criminal Sexual Penetration</i>	2	1	23	25	-8.00%
<i>Robbery</i>	0	1	38	42	-9.52%
<i>Assault</i>	38	40	529	482	9.75%
<i>Minors-Sexual Penetration</i>	4	6	19	25	-24.00%
<i>Minors-Sexual Contact</i>	3	1	26	35	-25.71%
<i>Child Abuse</i>	4	5	61	51	19.61%
<i>Crimes Against Persons (Non-Violent)*</i>	78	86	1177	1090	7.98%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	39	33	493	464	6.25%
<i>Domestic Violence-Verbal</i>	44	25	555	336	65.18%

PROPERTY CRIMES					
<i>Burglary</i>	29	49	555	671	-17.29%
<i>Larceny</i>	126	223	1791	2258	-20.68%
<i>Motor Vehicle Theft</i>	1	13	107	144	-25.69%
<i>Criminal Damage</i>	30	50	619	683	-9.37%
<i>Graffiti</i>	2	2	63	40	57.50%
<i>All Other Crimes Against Property**</i>	27	43	412	505	-18.42%

DWI	6	12	126	159	-20.75%
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PERSONS ARRESTED	462	492	6114	6592	-7.25%
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TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	0	3	2	50.00%
<i>Injury Accidents</i>	17	25	271	270	0.37%
<i>Property Damage Only</i>	120	160	1507	1617	-6.80%
<i>Traffic Citations</i>	863	845	12,822	11,645	10.11%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	2,082	2,507	31,501	35,313	-10.79%
<i>Calls for Service</i>	2,743	2,959	35,669	36,041	-1.03%

*Less Justifiable Homicide ie: self defense, justifiable officer involved shootings, etc. **The two numbers combined will reflect the homicide totals shown in Part I Crimes.

Philip Smith, Chief of Police

Prepared by Georgia Davey
4-Jan-16

**CITY OF ROSWELL
LODGERS' TAX REPORT - FY 16
DECEMBER 2015**

THIS MONTH'S
TAXES RECEIVED

\$66,075.55

LAST MONTH'S
TAXES RECEIVED

\$83,360.96

THIS MONTH'S
TAXES RECEIVED
1 YEAR AGO

\$73,815.42

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$593,575.81

ESTIMATED
PENDING FY16
COLLECTIONS

\$30,379.00

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$533,846.62

YEAR TO DATE

LAST YEAR (DECEMBER 2014)

-10.06%

LAST MONTH (NOVEMBER 2015)

-10.49%

BUDGETED INCREASE FOR FISCAL YEAR 2016

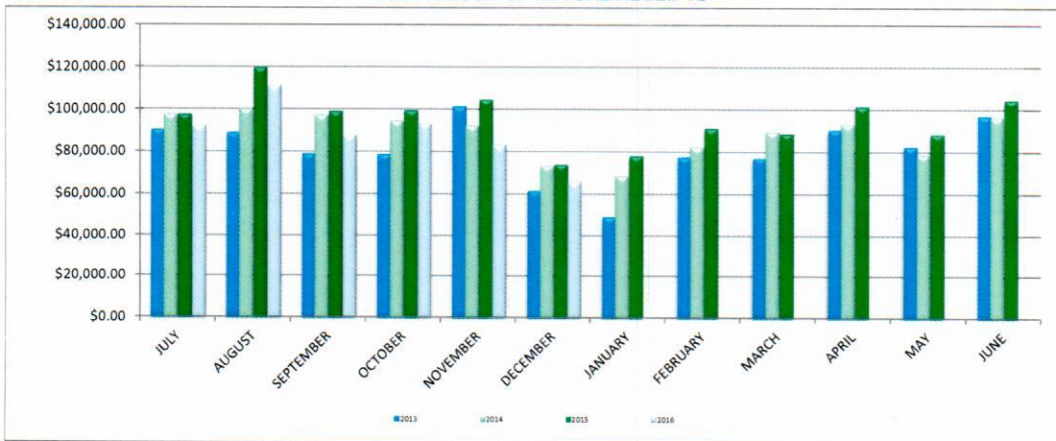
-20.74%

9.09%

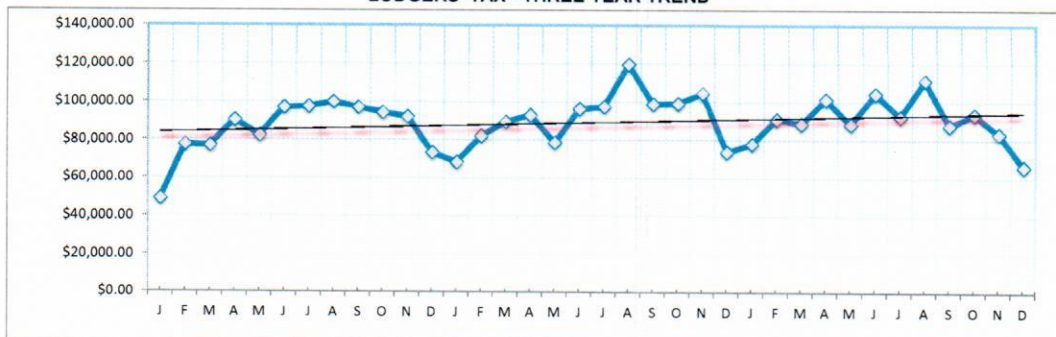
ACTUAL LODGERS' TAX RECEIVED

	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$90,300.33	\$97,457.04	\$97,411.08	\$92,243.43
AUGUST	88,793.82	99,919.54	119,690.78	111,352.47
SEPTEMBER	78,930.96	97,009.21	98,916.48	87,548.09
OCTOBER	78,633.40	94,330.06	99,236.39	93,266.12
NOVEMBER	101,235.86	92,167.32	104,505.66	83,360.96
DECEMBER	61,663.08	73,349.46	73,815.42	66,075.55
JANUARY	49,134.39	68,455.83	77,958.32	
FEBRUARY	77,563.48	82,128.65	90,900.30	
MARCH	77,103.81	89,411.65	88,540.91	
APRIL	90,423.37	93,015.35	101,407.00	
MAY	82,396.46	78,592.18	88,272.53	
JUNE	96,994.71	96,268.38	104,358.62	
	\$973,173.67	\$1,062,104.67	\$1,145,013.49	\$533,846.62

COMPARISON OF ACTUAL RECEIPTS



LODGERS' TAX - THREE YEAR TREND



Penalties included in above Totals

NOVEMBER 2015'S
EVENTS:

Winter Wonder Land, Reindeer Hop Stops, Rodeo & Juliet (Roswell Movie Studios), Roswell Adult Center Christmas Gift Fair, Veterans' Day Parade, NMMI ROTC B.R.A.V.E 5K Race, 2 RAC Saturday night dances, Roswell Symphony Orchestra Concert, **34th Annual Pecos Valley Potters Guild Art Sale (Potters Guild @Convention CTR)**, **35th Annual Holly Day Magic Art & Craft Show**, Christmas Fantasy Art Show, **Mayhem MNA Fights**

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN BLUE, CONVENTION CENTER EVENTS IN GREEN

CITY OF ROSWELL
CODE ENFORCEMENT DEPARTMENT
Month: December 2015

CODE ENFORCEMENT	This Month	This Month 2014	YTD*	2014 YTD*
Notices Mailed	406	368	3,615	4,127
Voluntary Compliance	226	243	2,190	2,671
No. of Cases Filed	13	7	102	54
No. Cases Dismissed	0	0	1	9
Resolution	29	42	329	531
Cleaned by City	24	24	233	224
Weeds	223	134	2,215	3,111
Inoperable Vehicles	20	12	146	110
Litter	85	87	371	298
Unsanitary Premises	63	102	335	322
Signs	0	0	184	0
Zoning	2	0	35	2
Obstructions	1	14	51	90
Public Nuisances	11	19	117	176
Garage Sales No permit	0	0	116	0

BUSINESS LICENSES	This Month	This Month 2014	YTD*	2014 YTD*
Total Licenses Issued	238	225	1,083	1,074
Renewed Licenses	214	205	868	876
New Licenses	18	15	145	109
Temporary Permits Issued	6	5	70	89
Receipts	\$7,326	\$7,909	\$39,676	\$39,327

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month		This Month 2014		YTD*		2014 YTD*	
New Construction	3		6		23		23	
All Other Construction	52		44		322		381	
Total Permits Issued	55		50		345		404	
Total Active Permits	409		433		***		***	
Current Valuation	\$1,955,780		\$1,570,207		\$16,741,956		\$15,034,673	
Total Fees Collected	\$17,375		\$18,357		\$140,428		\$218,856	

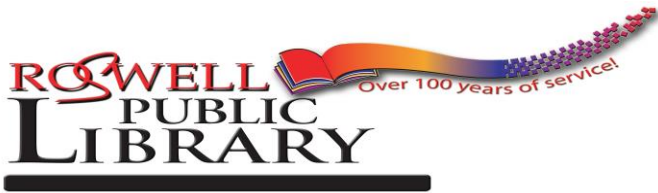
PLUMBING INSPECTIONS	This Month		This Month 2014		YTD*		2014 YTD*	
Plumbing & Gas Permits--New	13	\$823.25	12	\$943.50	83	\$6,661.00	70	\$6,965
Plumbing & Gas Permits—Misc.	18	\$859	31	\$1,573.50	187	\$7,332.25	196	\$10,038
Gas Line Inspections	33	\$990	27	\$843.75	207	\$5,421.25	118	\$4,297.25
Totals	64	\$2,672.25	70	\$3,360.75	490	\$19,414.50	384	\$21,300.25

ELECTRICAL INSPECTIONS	This Month		This Month 2014		YTD*		2014 YTD*	
Electric Permits--New	1	\$100	9	\$1,005	31	\$4,355	38	\$6,030
Electric Permits—Misc.	22	\$1,300	39	\$2,410	288	\$15,390	205	\$12,500
Service Change	6	\$215	10	\$385	78	\$3,070	46	\$1,845
Totals	29	\$1,615	58	\$3,800	397	\$22,815	289	\$20,375

*Figures calculated to reflect FYTD

Signed: _____

C: CE monthly December 2015.docx



December Report

Building

We have heard that the installation of the new roof is scheduled to start sometime close to the end of this month. We are all eagerly waiting for the noise to begin! The Library building seems to have suffered no ill effects from the snow thus far.

Personnel

Our part-time Librarian I position is still open. We welcomed Crystal Harkness, Children's Page and Yolanda Duran, Circulation Page to the staff this month.

Congratulations to Tomas Gonzalez, III/Periodicals Librarian on receiving his Masters in Library Science Degree from the University of North Texas in Denton, Texas this month. Online classes allowed Tomas to continue to work at RPL while obtaining his degree!

Training

Staff attended the following training offered by the Safety Department: Stress and Safety (2), Blood Born Pathogens (2).

Webinars and training attended by staff were:
Expanding your Library's Genealogy Program.

Classes, tours, school visits, outreach

Nine Story Times were conducted this month.

Two special events-Andy Mason Christmas and Holiday Craft Extravaganza were held this month. We want to thank Christmas by Krebs for their donation of ornaments for the bear project and the Friends of the Library for providing refreshments for both of these events.

We had two tours of 3rd graders from Washington Avenue Elementary School on December 15th. They learned about the library, getting a library card, and were read some holiday stories. After, the children were given a walk around tour of the Children's section and were given a bag of crafts to take with them (a bookmark) and calendars with program events.

Roswell Visitor Center

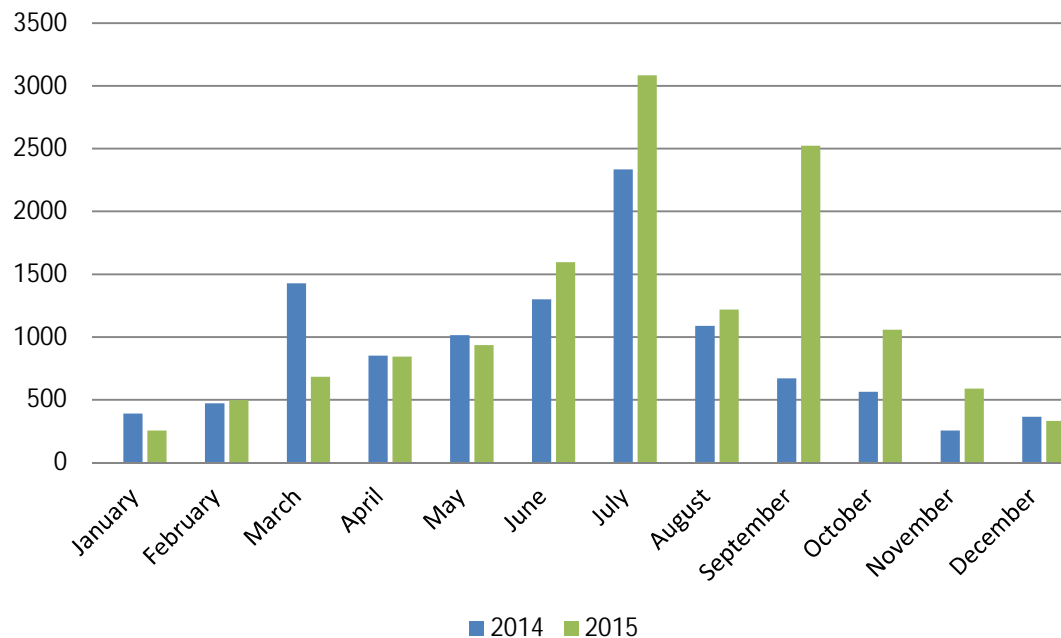
Monthly Report

December 2015

	December		Comparison	
	2015	2014	2015 YTD	2014 YTD
Roswell & 200 mile Radius	6	14	744	414
New Mexico Visitors (not including Roswell Area)	32	8	1385	682
US Visitors (not including New Mexico)	256	308	9432	8226
Foreign Visitors	28	34	1715	936
Unknown	10	0	427	112
Totals Visitors	332	364	13703	10370
Nights Stayed in Roswell	63	87	4707	4514

--

Total Visitors - Comparison





Comments:	<ul style="list-style-type: none"> ● All Civic Luncheon- It was a very pleasant lunch. Everything went great.
	<ul style="list-style-type: none"> ● Resilients in NM Agriculture- It was abosolutly great.
	<ul style="list-style-type: none"> ● CASA Foster Party- Everything went awesome the kids had so much fun.
	<ul style="list-style-type: none"> ● Accounting and Consulting Group- Event holder stated all went well except for sound.



MONTHLY EXPENSE REPORT

DECEMBER, 2015

CURRENT				
Date	Vendor	Item	PO	Amount
12/1/2015	Cintas	First Aid Supplies	161952	\$87.75
12/2/2015	Polar Refrigeration	Compressor	160860	\$749.00
12/3/2015	UniFirst	Service	Open	\$44.33
12/4/2015	Roswell Livestock	Supplies	A88845	\$69.96
12/4/2015	Louie's Service	Mower Repairs	161915	\$284.14
12/8/2015	Roswell Livestock	Bolts/Nuts	A88846	\$2.05
12/10/2015	Office Depot	Ink,Epson	A88847	<u>\$15.19</u>
12/10/2015	Unifirst	Service	Open	\$79.99
12/11/2015	Roswell Livestock	Grease	A88848	\$29.94
12/15/2015	Georgia Expo	Drape Support	161951	\$498.06
12/16/2015	Roswell Livestock	Foam Insulation	A88849	\$32.95
12/17/2015	UniFirst	Service	Open	\$44.33
12/17/2015	Farmer Brothers	Coffee Supplies	162145	\$219.49
12/23/2015	The Local Pages	Yellow Pages	162243	\$92.69
12/24/2015	UniFirst	Service	Open	\$87.56
12/31/2015	Cintas	First Aid Supplies	162255	\$59.65
Current Total:				\$2,397.08

Pending				
Date	Vendor	Item	PO	Amount
Pending:				\$0.00



GOALS/ACTIVITY AND MONTHLY MAINTENANCE REPORT DECEMBER, 2015

Facilities Maintenance

The compressor for the cooler (refrigerator) in the kitchen was replaced at the end of November and is up and running. This cooler is located across from the stoves and grills and is used by the food caterers to keep desserts, salads and dressings cold. The kitchen and all the appliances have gone through the quarterly cleaning and sanitizing on the 16th and 17th of this month. The next cleaning and sanitizing is scheduled again in January. Maintenance Staff replaced the furnace filters on all the HVAC units on the entire facility. This requires replacing a total of 70 filters. The filters are changed every 4 to 6 months.

Staff constantly stays busy with the events, maintenance, cleaning, and repairs needed at the Center.

Exterior Repair and Maintenance

Orlando from Facilities Maintenance started priming the north side exterior wall for the building and will be applying paint when the temperature allows. Orlando will also get a paint match of the existing color. Facilities Maintenance is also working on texture repairs in the lobby and bathrooms on the west side of the building.

Floors and Carpet

The carpet in the Exhibit Hall was shampooed and scotch guarded on the 24th of December and the restrooms are scheduled to be chemical washed and sanitized in January. The cleaning and washing of the tile floors are scheduled on a quarterly basis. Staff keeps up with the spot cleaning and stain removal on the tile and carpet in the entire facility before and after events.

Restrooms

Staff and Facilities Maintenance are staying on top of the drains in the Concession Stand and the sewer lines in the ladies restroom on the west side of the lobby. Hoping to eliminate the odor we have been dealing with on the north side of the lobby on windy days.

Fire Alarm System

Old Guard LLC preformed their quarterly test on December 22nd with no problems. Inspection and testing of the fire alarm system has per NFPA and the Office of the Fire Marshal. Testing is done on a quarterly basis.



GOALS /ACTIVITY AND MONTHLY MAINTENANCE REPORT DECEMBER, 2015

Visitors Center

For the month of December, the Visitors Center directed Visitors to our local neighbors and festivities we had to offer. We have continued working on Visitors Center information flyers to give out to the hotels along with making sure they are stocked with the Roswell and Day Trip Brochures. We continue to promote all the events in Roswell on the Portales radio on Thursday of every week. Staff continues to update the Visitors Center Facebook on a daily basis to bring attention to events in Roswell. Point of Interest maps have been distributed to the local campgrounds and are also given out to visitors and people inquiring about Roswell. The Visitors Center has received brochures and Visitors Guides from different cities from around New Mexico and some from out of state. Staff at the Visitors Center has created a kids corner for the younger visitors with coloring pages, crossword puzzles and stickers.

Staff

During the month of December, 2015 the Roswell Convention Center accommodated a total of 14 event days. Some of the events this month were the Eastern New Mexico 64th Commencement Convocation, Job Corps Luncheon, NM Youth Challenge Banquet and various Christmas Parties which brought in about 4,712 people in attendance. December was a very fun and successful month for all the events.

Ground Maintenance

Convention Center Staff had a busy month along with all the events the Maintenance Staff had to deal with the cold weather and snow shoveling and deicing all the sidewalks and entry ways at the Convention Center and Museum. Maintenance Staff continues to maintain the lawns and parking lot for the Convention Center and Museum along with cleaning under and around all the scrubs and in the parking lot and picking up trash in the spring river on the west side and next to the museum. Staff also maintains the Spring River between the Convention Center and the Museum cleaning and removing weeds and trash.

Museum Ground Maintenance

The Convention Center Staff continues to maintain the lawn at Museum. Winterized the lawn and will manually water the lawn during the winter months. Staff has also been working on the flower beds and plants on the south side of the Museum as time allows.



200 South Richardson Avenue
Roswell, New Mexico 88203
Phone (575) 624-6800
Fax (575) 624-6803

MONTH OF: December 2015

TOTAL EMERGENCY CALLS:		820
Fire	26	
Rescue & EMS	727	
Hazardous Conditions	13	
Service Call	11	
Good Intent	6	
False Alarm	37	
Special Type	0	
Total Dollar Loss Due to Fire		\$133,810.00
Total Dollars Saved		\$789,500.00
Total Hours of Training		888
Total Hours Fire Training	884	
Total Hours EMS Training	4	
Fire Deaths		1
Fire Code Inspections		19
Reviews of Construction Plans		4
Permit Fees Collected		\$300.00
Public Education Speaking Opportunities		0
Fires Investigated		9
Total Number of Emergency Calls 2015		8302
Total Number of Emergency Calls 2014		5691
Total Number of Emergency Calls 2013		5442
Total Number of Emergency Calls 2012		7144
Total Number of Emergency Calls 2011		7779
Total Number of Emergency Calls 2010		6788
Total Number of Emergency Calls 2009		6488
Total Number of Emergency Calls 2008		6452

PARKS & RECREATION DEPARTMENT
December 2015

PARKS

Total department acreage	627.2
Parks-acres in inventory	486.2
Recreation Trails	11.2 miles
Full time Employees	16
Temporaries/FTE	4/2
Est. Water Usage	2 million gallons

Maintenance

- Over 30 dead and diseased tree removals and over 50 new tree plantings.
- Clean up, new irrigation, and new tree plantings in the median along West Alameda Street.
- Winterized equipment, preventative maintenance on equipment.

Specifics

- Gathering data on all of the City parks.
- Assessing departmental training needs.
- Eneas Hernandez and Ben Sanchez both passed the Playground Safety Inspector exams.
- Assisted with snow removal after snow storm.

Programs/Events

- Support of Special Events with trash mitigation and equipment set-up for the Splash Pad Dedication ceremony.

Submitted by **Jim Burress-Parks and Grounds Manager**

Approved by **Tim Williams-Parks and Recreation Director**

SOUTH PARK CEMETERY

Number of casket burials	20
Number of cremation burials	9
Veteran's Cemetery casket burials	1
Veteran's Cemetery cremation burials	1
Acres in inventory	232
Full-time employees (FTE) equivalent	5
Total Revenue for December 2015	\$26,390

Maintenance

- Installation of loop for lane sprinklers
- Installation of headstones at the Veteran's Cemetery
- Winterized equipment
- Cleared snow throughout cemetery after the storm to conduct services

Specifics

- Held a Memorial Service (no burial)
- Held 4 services during storm days
- Usual tamping and opening/closing for services

Submitted by **Ruben Esquevel-South Park Cemetery Supervisor**
 Daisy Diaz-Administrative Assistant

Approved by **Tim Williams- Parks and Recreation Director**

NANCY LOPEZ GOLF COURSE AT SPRING RIVER

Total Department Acreage	144
Trees	2200
Full Time Employees (FTE) equivalent	7
Temporaries/Full Time Equivalent	2.5
Total Revenue for December 2015	TBD

Maintenance

- The crews are continuing the trimming of lower branches on evergreen trees and are about 50% done with this project.
- The majority of the crew have taken vacations for the holidays and this has reduced the amount of work being done significantly.

	Fiscal 2013		Fiscal 2014		Fiscal 2015		Fiscal 2016
Jul-12	\$ 38,152.57	Jul-13	\$ 38,599.57	Jul-14	\$ 35,771.17	Jul-15	\$27,319.31
Aug-12	\$ 41,308.35	Aug-13	\$ 38,663.39	Aug-14	\$ 32,397.36	Aug-15	\$30,121.17
Sep-12	\$ 28,741.33	Sep-13	\$ 27,130.34	Sep-14	\$ 29,156.11	Sep-15	\$23,038.93
Oct-12	\$ 24,023.36	Oct-13	\$ 26,798.86	Oct-14	\$ 21,767.51	Oct-15	\$19,887.05
Nov-12	\$ 19,935.33	Nov-13	\$ 18,958.67	Nov-14	\$ 17,478.31	Nov-15	\$9,154.14
Dec-12	\$ 14,701.89	Dec-13	\$ 16,326.58	Dec-14	\$ 14,889.77	Dec-15	TBD
Jan-13	\$ 14,931.32	Jan-14	\$ 14,997.19	Jan-15	\$ 10,783.17	Jan-16	
Feb-13	\$ 20,805.21	Feb-14	\$ 23,466.23	Feb-15	\$ 19,359.64	Feb-16	
Mar-13	\$ 40,049.08	Mar-14	\$ 31,675.38	Mar-15	\$ 29,775.47	Mar-16	
Apr-13	\$ 30,757.89	Apr-14	\$ 29,449.28	Apr-15	\$ 31,859.04	Apr-16	
May-13	\$ 44,648.98	May-14	\$ 41,017.27	May-15	\$ 46,982.97	May-16	
Jun-13	\$ 39,708.28	Jun-14	\$ 33,480.25	Jun-15	\$ 35,759.57	Jun-16	
	\$357,763.59		\$340,563.01		\$325,980.09		

Submitted by **David Blewitt-Golf Course Superintendent**
Carlton Blewitt-Golf Course Professional

Approved by **Tim Williams-Parks and Recreation Director**

SPRING RIVER PARK AND ZOO

Number of Animal Specimens	295
Number of Animal Species	64
Estimated Zoo Attendance	3,339
Community Outreach/Education	142
Revenues (Rides Closed)	-0-

Maintenance

- The Crew maintained the Animal collection and zoo grounds.
- Completed egress gate on river that was damaged and with completed installation of Llama barn doors we have corrected the only two gigs in our federal USDA Inspection. We also rebuilt the west river gate and the College Blvd. access gate.

- Ivan and a parks employee cleaned, stained and sealed over 3,000 linear feet of 6 foot wooden picket fencing along the perimeter and between animal pens. Over 150 gallons of sealant as used.
- Hauled concrete and worked the concrete with the YCC project crew.
- Cleared snow from all walkways, paths and parking lots at the zoo to reopen on January 4th.

Specifics

- Educational programs included the Chamber of Commerce Open House – 40; Christmas Gifts to Zoo Animals – 85; and Rest homes – 17, for a total of 142. The total for 2015 is 8,679 even though we did not participate in the Clovis Farm Safety Day which accounts for about 1,500.
- With the cold temperatures and the 'Goliath' Blizzard, the entire Zoo Crew worked to provide proper, warm, clean quarters for the animals. Though many offices were closed down, the zoo employees worked through the worst of the snow storm to make sure the animals were taken care of. When no traffic was moving, two of the crew walked to work on Monday, the 27th. All animals came through healthy and content.
- The NMDA Inspector passed the zoo on their pesticide program, acknowledging proper records, procedures, safety and more.
- The Roswell Chamber of Commerce adopted our educational Great Horned Owl named Frodo. She will be attending many of their functions as a zoo ambassador. The first was the December Open House where she was a hit with handler Laney Wilkins and Elaine attending.

Programs/Events

- The 2015-16 New Mexico Youth Conservation Corps continued with 2 young people participating in the project. We have had great difficulty getting youths to work and will be advertising for applicants. They are assembling 10 benches and building four 'rest stops' in the zoo with benches, trash receptacles and landscaping.
- Zoo Director, Elaine Mayfield, attended the National Recreation and Parks Executive Training School in Albuquerque. The school is now referred to The Leadership Summit and is organized by Strategic Government Resources. Elaine served on the steering committee and represented Roswell in the three-day event.

Submitted by **Elaine Mayfield-Spring River Park and Zoo Superintendent**

Approved by **Tim Williams-Parks and Recreation Director**

RECREATION

Roswell Adult & Senior Center estimated attendance	7,827
Special Programs/Co Sponsorships estimated attendance	5,890
Yucca Recreation Center estimated attendance	7,575
Cahoon Park Pool	-0-

Revenues

Yucca Recreation Center	
Youth Basketball	5,244
Admissions	3,524
Concession	3,974
Total	\$12,739
Roswell Adult & Senior Center	
Concession	183
Classes	4,520
Rentals	578
Admission	20
Total	\$5,301

Specifics

- Yucca Recreation Center assigned basketball teams; Basketball registration for ages 9-10 and 11-14 just been completed.
- Two free movies were shown at the Yucca Center during the winter holiday.
- Roswell Adult & Senior Center has been busy with rentals, Lifelong Scholars program and youth classes. Breakfast with Santa on Dec. 12th had 650 in attendance. The New Year Eve's Dance had to be cancelled due to inclement weather.
- Special Programs: The Reindeer Run was successful, Splash Pad Dedication, Electric Light Parade Support, National Guard Christmas Party, Wreaths Across America Event.

Maintenance

- The snow storm wreaked havoc upon the Yucca Recreation Center and programming is currently being relocated due to mild and hazardous conditions. Mold found in the lobby.
- Roswell Adult & Senior Center was closed Dec. 28th – Dec. 31st due to the snow storm.
- Tennis Courts – The storage facility was damaged by a motorist, waiting on insurance.
- Cahoon Pool: Facility winterized.

Program/Events

- Yucca Recreation Center: Transition taking place currently looking at moving staff and programming to the Roswell Adult and Senior Center.
- Special Programs: Planning underway for Cinco de Mayo Celebration.
- Sports/Leagues: Tennis Program being developed and 2016 dates being set. New Youth Golf Program underway.
- Roswell Adult & Senior Center: Hobby show and Lifelong Scholars Program on the horizon.

Submitted by Laurie Jerge-Recreation Superintendent

Approved by Tim Williams-Parks and Recreation Director

ROSWELL INTERNATIONAL AIR CENTER
REPORT FOR DECEMBER 2015

	This Month	This Month Last Year	This Year To Date	Last Year To Date
AIRPORT OPERATIONS:				
Number of Aircraft Operations:	1,281	1,959	35,227	46,930
Passenger Boardings:	N/A	2,965	N/A	34,637
REVENUES:				
Flow Fee	\$1,885	\$2,268	\$43,727	\$48,433
Landing Fees	\$1,126	\$1,579	\$23,002	\$18,724
Parking Fees	\$62,171	\$45,084	\$646,100	\$529,910
Totals:	\$65,182	\$48,931	\$712,829	\$597,067

Jennifer Brady, Manager
Roswell International Air Center

Prepared by: Walt Ramirez
January 6, 2016

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 31.

Meeting Date: 01/14/2016

COMMITTEE:

CONTACT:

CHAIR:

ACTION REQUESTED:

Planning and Zoning Information Item Case 15-14 (VAR) - For information only.

BACKGROUND:

The following items were presented and acted upon by the Planning & Zoning Commission on December 15, 2015.

October 27, 2015 Minutes.

CASE 15-14 (VAR): A Variance Request to Increase the Sign Height, Lot 1 of Roswell Place 1st Addition, known as 4504 North Main Street to a Maximum of 38 Feet, Roswell Place LLC/Owner, Agent

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

Attachments

ATT Case 15-14 VAR



Roswell Planning & Zoning Commission Actions
Tuesday, December 15, 2015 - 6:00 PM
Bassett Auditorium, Roswell Museum and Art Center
100 West 11th Street

Commissioners Present:

Ralph Brown
Eddie Carrillo
Riley Armstrong
Toby Gross
Bruce Gwartney
Shirley Childress
David Storey

Staff Present:

William Morris, AICP, CZO
Merideth Hildreth, AICP

1. October 27, 2015 Minutes Approved.
2. Public Hearing Items
 - A. **CASE 15-14 (VAR):** A Variance Request to Increase the Sign Height, Lot 1 of Roswell Place 1st Addition, known as 4504 North Main Street to a Maximum of 38 Feet, Roswell Place LLC/Owner, Agent.

Staff made a presentation and recommended denial due to a lack of justification for a variance. The applicant spoke in favor of needing the variance so that the individual stores could have more copy area. No one from the audience spoke in opposition. There was discussion among the P&Z member concerning the need for a variance. Subsequently the P&Z Commission voted unanimously to deny the request based on a lack of justification for the variance.
3. Presentation of materials for mobile vendors: Staff was asked to present what the City Code stated concerning mobile food vendors. Staff was requested to look at how other jurisdictions regulate mobile food vendors.
4. Adjourned 6:45 pm.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 32.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT:

CHAIR:

N/A

ACTION REQUESTED:

CLOSED SESSION - Pursuant to NMSA 1978, § 10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant at RIAC.

BACKGROUND:

Pursuant to NMSA 1978, § 10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant at RIAC.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Pursuant to NMSA 1978, § 10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant at RIAC.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 33.

Meeting Date: 01/14/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR: N/A

ACTION REQUESTED:

REQUEST - ACTION ITEM

Proposed Ordinance 16-04 - Request authorization to advertise for a public hearing for Proposed Ordinance 16-04. (Sandoval/Polasek)

BACKGROUND:

Proposed Ordinance No. 16-04 will authorize the sale of City owned real property located at the Roswell Industrial Air Center, South Gail Harris Street and East Martin Street and consisting of 10.13 acres +/- . A draft ordinance and real estate contract are included as attachments. Specific details relating to the proposed sale of property will be provided to the Council at your upcoming meeting.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The sale of the property will provide for property taxes in addition to gross receipts taxes and occupancy taxes from the proposed development.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-04.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration to advertise for a public hearing on Proposed Ordinance 16-04.

Attachments

Proposed Ordinance 16-04 Att A

Proposed Ordinance 16-04 Att B

PROPOSED ORDINANCE 16-04

AN ORDINANCE OF THE CITY OF ROSWELL AUTHORIZING THE SALE OF A VACANT PARCEL OF LAND DESCRIBED AS _____

WHEREAS, the City of Roswell has declared the disposition of the parcel of land listed herein for the sum of _____ Dollars (\$_____) as an equitable price in the best interest of the City

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Description: The municipal real property to be sold Roswell Industrial Air Center, South Gail Harris Street and East Martin Street, Roswell, New Mexico. This parcel of real property is currently vacant. The parcel of real property is described as _____ in the Chaves County Clerk's Office, Chaves County, New Mexico, containing 10.13 ± acres. [SUBSTITUTE DESCRIPTION]

SECTION 2. Buyer: _____

SECTION 3. Terms: Buyer agrees to pay cash at closing to the City of Roswell in the net amount of _____ Dollars (\$_____). Buyer will also pay for all closing costs, in addition to the cost of survey (\$_____) and appraisal (\$_____).

SECTION 4. Value: _____ Dollars (\$_____). Value established by appraisal dated _____. Appraisal completed by _____.

SECTION 5. Purpose: (1) to allow for the sale of excess municipally owned property; (2) to allow Buyer to develop a _____ and (3) to increase the City's tax base and to promote development and growth in the area

SECTION 6. Repealer: All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 7. Severability: If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 8. Effective Date: This ordinance shall be effective Forty-Five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978 Section 3-54-1(E). A petition calling for a referendum election on the sale of this real property must be filed no later than thirty (30) days after the adoption of the ordinance and must comply with the requirements of NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

SECTION 9. Authorization: On or after the effective date of this Ordinance, the Mayor, City Clerk, or other City officials as may be necessary, are hereby authorized to execute the an

agreement of sale in substantially the form as attached, together with all necessary documents of sale and deed in accord with the terms set forth in the attached agreement.

PASSED, ADOPTED and APPROVED the ____ day of _____, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "Contract") made and entered into this ____ day of _____, 2016, by and between the **CITY OF ROSWELL**, a municipality and political subdivision of the State of New Mexico, as Seller ("Seller") and _____, whose principle place of business is located _____, as Buyer ("Buyer"), hereafter sometimes collectively referred to as the "Parties").

RECITALS

WHEREAS, the Seller owns and wishes to sell a vacant tract of land consisting of 10.13 +/- acres, located at Roswell Industrial Air Center, South Gail Harris Street and East Martin Street (the "Subject Property"), subject to easements, reservations, restrictions, mineral reservations, mineral conveyances of record, and applicable zoning ordinances;

WHEREAS, Seller represents that both the City of Roswell's water source and electricity is accessible and can be readily hooked up to the Subject Property;

WHEREAS, Buyer is _____ that desires to purchase the Subject Property; and

WHEREAS, the Governing Body approved of the sale of the Subject Property by adoption of Ordinance No. 16-04 on February 11, 2016, and which Ordinance 16-04 became effective 45 days after its adoption pursuant to the terms of Section 8 of said Ordinance and in accord with the provisions of NMSA 1978 §3-54-1(E); and

WHEREAS, the Parties have agreed upon the terms and conditions of such purchase;

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the payment to be made by Buyer, and other good and valuable consideration in hand paid by Buyer to Seller, the parties do hereby agree as follows:

1. **Sale of Real Property:** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms, provisions and conditions herein contained, Seller's interest in the Subject Property subject to easements, reservations, restrictions, mineral reservations, mineral conveyances of record, and applicable zoning ordinances.

2. **Purchase Price:** The total purchase price ("Purchase Price") for Seller's interest in the Subject Property is _____ Dollars (\$_____) ~~less the following costs:~~ Buyer also agrees to pay the following costs associated with the sale of the Subject Property:

- A. The cost of the survey for the Subject Property, which is \$_____;
- B. The cost of the appraisal of the Subject Property, which is \$_____;
- C. The cost of obtaining a title commitment; and
- D. All closing costs.

The Purchase Price, in addition to the above costs of the survey and appraisal of the Subject Property, will be payable by Buyer to Seller in a single cash payment at Closing without interest.

3. **Tax Identification Numbers:** Buyer and Seller will provide their respective Federal Tax Identification Numbers.

4. **Representations and Warranties of Seller:** Seller warrants and represents to Buyer that the following are true and will be true at Closing as though the warranties and representations were made at Closing:

A. **Title to the Subject Property.** Seller has marketable title to the Subject Property, subject to all easements, reservations, covenants and restrictions of record.

B. **Claims.** No actions, suits, proceedings or investigations are pending, or to the knowledge of Seller, threatened against or relating to the Subject Property in any court, or before any government department or agency, and Seller does not know of the basis for any such action, suit, proceeding or investigation.

5. **Evidence of Title:** Buyer will satisfy itself of Seller's title to the Subject Property. Seller has no obligation to secure a title binder or policy. If Buyer secures a title commitment or binder, it must be secured within 30 days of execution of this Contract. If the commitment reflects any defects in title which render the title to the Subject Property unmarketable, then Buyer must notify Seller in writing no later than 10 days after receipt of the commitment, specifying the title matters which render the title unmarketable, or such title defects will be deemed waived and the title accepted by Buyer. If Buyer notifies Seller of any such title defects, then Seller may, at its discretion, attempt to cure such defects. If Seller is either unable or unwilling to cure the defects rendering the title unmarketable by Closing, Buyer may, at the option of Buyer, terminate this Agreement or Buyer may waive the objections and accept title to the Subject Property subject to such defects and proceed to Closing without a reduction in the Purchase Price.

6. **Closing:** This transaction shall close upon the execution of this Contract by both the Buyer and the Seller, and upon the fulfillment of subsection A and B below as follows: (hereinafter referred to as the "Closing" or "Date of Closing"):

A. **Deeds:** Seller shall execute and deliver to Buyer a Warranty Deed in favor of Buyer on the New Mexico statutory form conveying to Buyer all right, title and interest in the Subject Property upon complete performance of the terms of this Contract and subject to the matters set forth on the title binder.

B. **Reversion:** The deed shall provide that the Property shall, at the Sellers option, revert to the Seller at the same cost as the purchase price as paid by Buyer if the Buyer does not complete approved developments within forty-eight (48) months from the date of the closing.

C. **Purchase Price:** At or prior to Date of Closing, Buyer shall deliver to Seller the Purchase Price as agreed upon in Paragraph 2 above.

7. **Fees and Costs:** Buyer and Seller shall each be responsible for their own respective attorney's fees incurred in this transaction. Neither Buyer nor Seller has secured the assistance of a real estate broker and no real estate commissions will be incurred. Seller shall bear the cost of recording all documents regarding releases and curative instruments concerning defects in title. Buyer shall share bear the cost of recording this Contract or a Memorandum of this Contract. Ad valorem taxes due on the Subject Property for the year 2016 shall be prorated to the date of Closing based upon actual 2015 taxes if the tax bill for 2016 taxes is not yet available. All Closing costs and fees at Closing shall be borne by the Buyer. Buyer may secure at its own expense an Owner's Policy of Title Insurance in the amount of the Purchase Price.

8. **Possession:** Buyers shall be entitled to possession of the Subject Property at Closing.

9. **Surveys and Inspections:** Seller makes no representations concerning the actual acreage in the Subject Property or the square footage of the residence located thereon. Buyer must satisfy itself with respect to actual acreage and footage. Buyer may inspect or have the Subject Property inspected for damage, defects, quality of construction, environmental condition and other inspections reasonably required by Buyer prior to Closing and Seller agrees to reasonably cooperate in making the Subject Property available for such inspections. Buyer shall bear the costs of any and all inspections. In the event an inspection reveals a condition in the Subject Property that adversely affects Buyer's ability to build improvements on the Subject Property, and that requires a remedy that would reasonably cost in excess of 5% of the total Purchase Price, Buyer may, at its sole discretion, terminate this Agreement, or may continue to close this transaction subject to the damage or defect without a reduction in the Purchase Price and without further recourse against Seller.

10. **Notices:** All notices and other items required to be given or delivered as provided in this Agreement will be in writing and will be delivered or transmitted by facsimile as follows:

Seller at: C/O City Manager
P.O. Box 1838
Roswell, New Mexico 88202

Buyer at:

Notices will be considered given when actually delivered.

11. **Failure to Close:**

A. If this transaction is not closed because Seller is unable to cure the non-waived objections which render the title unmarketable or because any of Seller's representations or warranties are not true as of Closing, neither Seller nor Buyer will have any further obligation to the other as provided in this Agreement.

B. If Seller wrongfully fails or refuses to close this transaction, Buyer will have whatever remedies against Seller as are available to Buyer at law or in equity, including specific performance, for the breach of this Agreement by Seller.

C. If Buyer wrongfully fails or refuses to close this transaction, Seller will have whatever remedies against Buyer as are available to Seller at law or in equity, including specific performance, for the breach of this Agreement by Buyer.

12. **Seller's Disclaimers and Waivers:**

A. Seller has not performed environmental audits on the Subject Property and Seller has made no representations concerning the environmental quality of the Subject Property. Seller is conveying his interest in the Subject Property to Buyer "as is" and Seller hereby disclaims all warranties, express or implied concerning the environmental quality and condition thereof.

B. Buyer acknowledges that (i) it has had and pursuant to this Agreement will have prior to Closing, access to the Subject Property and (ii) in making a decision to enter into this Agreement and consummate the transaction contemplated hereby, Buyer has relied solely upon the basis of her own independent investigation of the Subject Property. Buyer acknowledges that prior to Closing she will have inspected the Subject Property and improvements, structures, equipment and other property which pass to Buyer and Buyer will accept the same in their present condition. ACCORDINGLY, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT MADE, AND SELLER EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OF WARRANTY, EXPRESS, IMPLIED, COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE CONDITION OF THE IMPROVEMENTS, STRUCTURES, EQUIPMENT AND OTHER MATTERS REFERRED TO IN PARAGRAPH 11 OF THIS AGREEMENT WHICH PASS TO BUYER (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR ENVIRONMENTAL CONDITION), AND ANY INFORMATION OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER ON OR BEHALF OF SELLER.

13. **Modification of Contract:** This Contract may be modified only by written agreement and signed and dated by both Buyer and Seller.

The foregoing instrument was acknowledged before me this ____ day of March, 2015 by **DENNIS KINTIGH** in his capacity as Mayor of the **CITY OF ROSWELL**, New Mexico.

My Commission Expires:

Notary Public

BUYER:

By:

State of New Mexico)

) ss.

County of Chaves)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by

_____.

My Commission Expires:

Notary Public